



Hildale City Council Meeting

Wednesday, December 18, 2024 at 6:00 PM
320 East Newel Avenue, Hildale City, Utah 84784

Agenda

Notice is hereby given to the members of the Hildale City Council and the public, that the City Council will hold a public meeting on **Wednesday, December 18, 2024, at 6:00 p.m. (MDT)**, at 320 East Newel Avenue, Hildale City, Utah 84784.

Councilmembers may be participating electronically by video or telephone conference. The meeting will be broadcast to the public through the scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/95770171318?pwd=aUVSU0hRSFFHcGQvcUIPT3ZYK0p5UT09>

Meeting ID: 957 7017 1318
Passcode: 993804

Comments during the public comment or public hearing portions of the meeting may be emailed to manager@hildalecity.com. All comments sent before the meeting may be read during the meeting and messages or emails sent during the meeting may be read at the Mayor's discretion.

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Roll Call of Council Attendees: City Recorder Barlow

Pledge of Allegiance: By Invitation of Mayor Jessop

Conflict of Interest Disclosures: Mayor and Council Members

Special Recognitions:

1. City Council Community Recognition and Appreciation Award

Public Presentations: NONE

Appointments to Boards or Commissions:

2. Swearing in of new Utility Advisory Board Member.

Public Comments: 3 minutes each - Discretion of Mayor Jessop

Council Comments: For items not on the agenda (10 minutes total)

Approval of Minutes of Previous Meetings: Council Members

3. Consideration and possible approval of meeting minutes for November 6, 2024, and December 5, 2024.

Oversight Items: 10 minutes - Mayor Jessop

4. Consideration and possible approval of Invoice Register.
5. Mayor and Department Head reports (Department reports included)

Public Hearing:

- [6.](#) Hildale City Council will hold a public hearing during the regular council meeting to receive public comment concerning possible amendment to Hildale City Code, Sec 31-82 Compensation of Elected and Statutory Officers, concerning adjustment to the City Mayor compensation.

Unfinished Council Business:

New Council Business:

7. Consideration, discussion, and possible approval to amend Hildale City Code, Sec 31-82 Compensation Of Elected And Statutory Officers, concerning Mayor compensation.
- [8.](#) Consideration, discussion, and possible approval to ratify a contract with Jones and DeMille for the design and construction of the Maxwell Canyon utilities and access improvements.
- [9.](#) Consideration, discussion, and possible action to ratify an amendment with Jones and DeMille from \$100,000 to \$120,000 for the CIB application.
- [10.](#) Consideration, discussion and possible approval of purchase of Utility truck bed.
- [11.](#) Consideration, for perfectional services for the Innovation Center water main project.

Calendar of Upcoming Events: 5 minutes - Mayor Jessop

- [12.](#) City Council Calendar December 2024

Executive Session: Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.

Adjournment: Mayor Jessop

Agenda items and any variables thereto are set for consideration, discussion, approval, or other action. Council Members may be attending by telephone. Agenda is subject to change up to 24 hours prior to the meeting. Individuals needing special accommodations should notify the City Recorder at 435-874-2323 at least three days prior to the meeting.



Hildale City Council Meeting

Wednesday, November 06, 2024 at 6:00 PM
320 East Newel Avenue, Hildale City, Utah 84784

Minutes

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Mayor Jessop called meeting to order at 6:00pm

Roll Call of Council Attendees: City Recorder Barlow

PRESENT

Mayor Donia Jessop
Council Member Luke Merideth
Council Member JVar Dutson
Council Member Terrill Musser
Council Member Darlene Stubbs
Council Member Brigham Holm

Staff: Eric Duthie, Sirrene Barlow, Jerry Postma, Robb Radley, Lori Wedmeyer, Maxene Jessop, Nathan Fischer, Bryan Bair

Pledge of Allegiance: By Invitation of Mayor Jessop

Pledge lead by Council Member Dutson.

Conflict of Interest Disclosures: Mayor and Council Members

No conflict of interest.

Special Recognitions:

1. City Council Community Recognition and Appreciation Award

Council Member Holm gave appreciation to Ianthus Barlow for bringing the Farmer's Market.

Public Presentations:

Approval of Minutes of Previous Meetings: Council Members

2. City Council meeting minutes of September 12, 2024, and October 2, 2024

Council reviewed the minutes.

Motion made by Council Member Holm to approve the minutes for September 12, 2024, and October 2, 2024, Seconded by Council Member Stubbs.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

Motion Carries

Public Comments: 3 minutes each - Discretion of Mayor Jessop

No public comments.

Council Comments: For items not on the agenda (10 minutes total)

Council Member Musser would like to suggest streetlights on Lauritzen and Utah Ave. He gave thanks to the chill cook off for the community.

Council Member Stubbs would like the tree by the Border Store removed.

Council Member Merideth thanked law enforcement for the lights flashing into the entrance of town.

Council Member Dutson would like clarification on Moter bikes on the sidewalks.

Oversight Items: 10 minutes - Mayor Jessop

3. Financial Report and Invoice Register approval

City Manager Duthie reviewed the registry with the Council Members.

Motion made by Council Member Dutson to pay the bills as funds become available, Seconded by Council Member Musser.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

Motion Carries.

4. City Managers report (Department reports included)

City Manager Duthie reviewed the department reports with the Council Members.

Public Hearing:

NONE

Appointments to Boards or Commissions:

NONE

Unfinished Council Business:

5. Consideration, discussion, and possible action concerning the issuance of a contract for the "Sewer Headworks" project to Aardvark Underground Inc., in the amount of \$68,440. (10 minutes Director Postema).

Utility Director Postema asked Supervisor Fischer to present this project bid to the Council.

Motion made by Council Member Dutson to approve the issuance of a contract for the "Sewer Headworks" project to Aardvark Underground Inc., in the amount of \$68,440, Seconded by Council Member Holm.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

Motion Carries

6. **Update concerning the Utah Community Investment Fund Board approval of a grant for Maxwell Park infrastructure (IMP 25-DWS-0308), and review of documents. (5 minutes - Economic Development Director Lawrence Barlow)**

Lawrence Barlow presented updates to the Council of the grants for Maxwell.

Riley Vane with Jones and Demile gave details of the plan for the project.

7. **Consideration, discussion, and review of documents and "next step" procedures concerning the Utah Drinking Water Board construction grant and for a water "booster station" to address the low water pressure zone. (10 minutes Utilities Director Postema).**

Utility Director Postema presented to Council the next steps in the procedures of the Utah Drinking Water Board.

Council Members gave the utility team appreciation.

8. **Update concerning the purchase of real property at 325 E. Newel Ave. by Hildale City in the amount of \$150,000, and review of documents (5 minutes - CM Duthie)**

City Manager Duthie and Lawrence Barlow explained the use of this building. The long-term use is the Special Service District office for the area. This building will be purchased by the UEP.

New Council Business:

9. **Consideration, discussion, and possible ratification of the Fall 2024 Community Clean-up. (5 minutes - CM Duthie)**

Council approved for the community clean up.

10. **Consideration, discussion, and possible action concerning Hildale City application to enroll in the Utah Retirement System; Approval of Resolution 2024-001; and authorizing Mayor or staff to sign. (15 minutes Consultant Lori Wedemeyer Beck).**

City Manager Duthie introduced Lori Wedemeyer to the Council.

Brandon with Utah State Retirement presented to the Council the options for the staff and retirement.

Motion made by Council Member Dutson to approve Hildale City application to enroll in the Utah Retirement System; Approval of Resolution 2024-001; and authorizing Mayor or staff to sign, Seconded by Council Member Stubbs.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

Motion Carries.

Calendar of Upcoming Events: 5 minutes - Mayor Jessop

11. City Council Calendar

Executive Session: As needed

Adjournment: Mayor Jessop

Mayor adjourned at 8:26pm

Agenda items and any variables thereto are set for consideration, discussion, approval, or other action. Council Members may be attending by telephone. Agenda is subject to change up to 24 hours prior to the meeting. Individuals needing special accommodations should notify the City Recorder at 435-874-2323 at least three days prior to the meeting.

Minutes were approved at the City Council Meeting on _____.

Sirrene J. Barlow, City Recorder

Pending For Approval



Hildale City Special Council Meeting

Thursday, December 05, 2024 at 5:00 PM
320 East Newel Avenue, Hildale City, Utah 84784

Minutes

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Mayor Jessop called meeting to order at 5:06pm.

Roll Call of Council Attendees: City Recorder Barlow

PRESENT

Mayor Donia Jessop
Council Member Luke Merideth (Zoom)
Council Member JVar Dutson
Council Member Terrill Musser (Zoom)
Council Member Brigham Holm

ABSENT

Council Member Darlene Stubbs

Pledge of Allegiance: By Invitation of Mayor Jessop

Council Member Holm lead the pledge of allegiance.

Conflict of Interest Disclosures: Mayor and Council Members

No conflict of interest.

New Council Business:

1. Consideration, discussion, and possible ratification of contractor agreement for the City Attorney position.

Mayor Jessop announced that the City Attorney has resigned as of November 27, 2024. She let the public know the city council had discussed and agreed to make a new agreement with Shawn Guzman.

Motion made by Council Member Dutson to ratify the contract with the City Attorney Shawn Guzman, Seconded by Council Member Holm.

Voting Yea: Council Member Dutson, Council Member Musser, Council Member Holm, Council Member Merideth

Motion Carries.

Adjournment: Mayor Jessop

Mayor adjourned meeting at 5:12pm

Agenda items and any variables thereto are set for consideration, discussion, approval, or other action. Council Members may be attending by telephone. Agenda is subject to change up to 24 hours prior to the meeting. Individuals needing special accommodations should notify the City Recorder at 435-874-2323 at least three days prior to the meeting.

Minutes were approved at the City Council Meeting on _____.

Sirrene J. Barlow, City Recorder

Pending For Approval

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
1155 ARIZONA STRIP LANDFILL CORP									
COLL 1024	1	Invoice	LANDFILL SERVICES	11/06/2024	12/06/2024	44,822.56	0	11/24	11-21312
Total 1155 ARIZONA STRIP LANDFILL CORP:						44,822.56			
1430 CASELLE, INC.									
136437-2	1	Invoice	10% ADMIN - SPLIT DISTRIBUTION	11/01/2024	12/01/2024	20.00	0	11/24	11-41-318
136437-2	2	Invoice	90% UTILITIES - SPLIT DISTRIBUTION	11/01/2024	12/01/2024	180.00	0	11/24	65-41-318
136437	1	Invoice	90% UTILITIES - SPLIT DISTRIBUTION	11/01/2024	12/01/2024	1,095.30	0	11/24	65-41-318
136437	2	Invoice	10% ADMIN - SPLIT DISTRIBUTION	11/01/2024	12/01/2024	121.70	0	11/24	11-41-318
Total 1430 CASELLE, INC.:						1,417.00			
1481 CHEMTECH-FORD LABORATORIES, INC.									
24J2088	1	Invoice	DISINFECTION BY-PRODUCTS, NITRATE WATER TESTS	11/06/2024	12/06/2024	325.00	0	11/24	81-41-314
24L1249	1	Invoice	Water Tests	11/12/2024	12/12/2024	910.00	0	11/24	81-41-314
24K0042	1	Invoice	Water Tests	11/14/2024	12/14/2024	1,798.79	0	11/24	81-41-314
24K1738	1	Invoice	Water Tests	11/25/2024	12/25/2024	57.00	0	11/24	81-41-314
Total 1481 CHEMTECH-FORD LABORATORIES, INC.:						3,090.79			
2160 HILDALE CITY									
NAT 1024	1	Invoice	NATURAL GAS ENERGY AND USE TAX	11/06/2024	11/21/2024	545.16	0	11/24	84-21376
NAT 1218	2	Adjustmen	ENERGY & USE TAX GAS	01/11/2019	01/26/2019	1,586.72-	0	13/24	84-21376
Total 2160 HILDALE CITY:						1,041.56-			
2170 HILDALE CITY UTILITIES									
3180001-102	1	Invoice	Lab Shop Utilities	11/04/2024	11/19/2024	288.10	0	11/24	65-41-280
6077001-102	1	Invoice	CITY HALL UTILITIES - 33% Admin - Split Distribution	11/04/2024	11/19/2024	98.01	0	11/24	11-41-280
6077001-102	2	Invoice	CITY HALL UTILITIES - 67% Utilities - Split Distribution	11/04/2024	11/19/2024	198.99	0	11/24	65-41-280
6217001-102	1	Invoice	MAXWELL PARK UTILITIES	11/04/2024	11/19/2024	434.75	0	11/24	11-48-280
6231904-102	1	Invoice	INNOVATION CENTER UTILITIES	11/04/2024	11/19/2024	210.26	0	11/24	41-41-790
6238007-102	1	Invoice	UPPER MESA & PROSPECTION OFFICE UTILITIES	11/04/2024	11/19/2024	10.93	0	11/24	11-48-730
6428701-102	1	Invoice	Propane Yard Lease	11/04/2024	11/19/2024	100.00	0	11/24	84-41-580
Total 2170 HILDALE CITY UTILITIES:						1,341.04			
2220 HOME DEPOT									
22307	1	Invoice	PLUMBING PARTS FOR WATER TREATMENT PLANT	10/23/2024	11/22/2024	108.62	0	11/24	81-41-273
22308	1	Invoice	WOODEN DOWELS FOR GAS EMERGENCY SHUT OFF	10/23/2024	11/22/2024	81.57	0	11/24	84-41-273
4223712	1	Invoice	MATERIAL FOR WELL #17 WINTER COVER	11/30/2024	12/30/2024	1,220.66	0	11/24	81-41-273
5625811	1	Invoice	PLUMBING PARTS AND LIGHTBULBS FOR UTILITY SHOP	11/07/2024	12/07/2024	283.23	0	11/24	81-41-273
Total 2220 HOME DEPOT:						1,694.08			
2671 LES OLSON COMPANY									
EA1479604	1	Invoice	MAINTENANCE CONTRACT -						

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
EA1479604	2	Invoice	75% UTILITIES	11/19/2024	12/19/2024	263.83	0	11/24	65-41-250
			MAINTENANCE CONTRACT - 25% ADMIN	11/19/2024	12/19/2024	87.95	0	11/24	11-41-241
Total 2671 LES OLSON COMPANY:						351.78			
3450 SCHOLZEN PRODUCTS COMPANY, INC.									
3049781-00	1	Invoice	CHLORINE CULINDER RENTAL - WATER TREATMENT PLANT	11/20/2024	11/20/2024	96.00	0	11/24	81-41-273
6868870-00	1	Invoice	PVC, GASKETS, CAPS	11/08/2024	12/08/2024	1,723.14	0	11/24	81-41-273
6868972-00	1	Invoice	GASKET, ACCS KIT	11/08/2024	12/08/2024	254.70	0	11/24	81-41-273
6870737-00	1	Invoice	PARTS FOR WATER WELL LINES	11/18/2024	12/18/2024	943.37	0	11/24	81-41-273
6871210-00	1	Invoice	MAINLINE VALVE REPLACEMENT ON GARDEN AVE	11/19/2024	12/19/2024	1,200.84	0	11/24	81-41-273
Total 3450 SCHOLZEN PRODUCTS COMPANY, INC.:						4,218.05			
3560 SOUTH CENTRAL COMMUNICATIONS									
16343900 11	1	Invoice	MAXWELL PARK INTERNET	11/01/2024	11/16/2024	208.02	0	11/24	11-48-287
8297800 112	1	Invoice	CITY HALL PHONES & FAX LINES - 33% ADMIN - Split Distribution	11/01/2024	11/16/2024	320.90	0	11/24	11-41-287
8297800 112	2	Invoice	CITY HALL PHONES & FAX LINES - 67% UTILITIES - Split Distribution	11/01/2024	11/16/2024	651.53	0	11/24	65-41-287
Total 3560 SOUTH CENTRAL COMMUNICATIONS:						1,180.45			
3740 SUNRISE ENGINEERING, INC.									
0147941	1	Invoice	GIS MAPPING & MANAGEMENT SERVICE	11/05/2024	12/05/2024	5,810.00	0	11/24	65-41-310
Total 3740 SUNRISE ENGINEERING, INC.:						5,810.00			
3930 TOWN OF COLORADO CITY									
11018	1	Invoice	DOJ - JIM KEITH	11/04/2024	11/19/2024	2,041.05	0	11/24	63-41-310
11021	1	Invoice	JUF PAYROLL 10.25.24	11/06/2024	11/21/2024	23,584.13	0	11/24	65-41-110
11021	2	Invoice	GF PAYROLL	11/06/2024	11/21/2024	725.64	0	11/24	11-41-110
11021	3	Invoice	BLDG PAYROLL	11/06/2024	11/21/2024	812.82	0	11/24	11-45-110
11021	4	Invoice	PUBLIC WRKS PAYROLL	11/06/2024	11/21/2024	4,359.35	0	11/24	11-47-110
11021	5	Invoice	COURT PAYROLL	11/06/2024	11/21/2024	1,709.69	0	11/24	11-42-110
11021	6	Invoice	GF CITY MANAGER	11/06/2024	11/21/2024	2,945.38	0	11/24	11-41-113
11021	7	Invoice	GF CITY RECORDER	11/06/2024	11/21/2024	1,285.50	0	11/24	11-41-115
11021	8	Invoice	JUF CITY MANAGER	11/06/2024	11/21/2024	1,262.31	0	11/24	65-41-113
11021	9	Invoice	JUF CITY RECORDER	11/06/2024	11/21/2024	1,285.50	0	11/24	65-41-115
11021	10	Invoice	INNOVATION CENTER PAYROLL	11/06/2024	11/21/2024	2,884.62	0	11/24	41-41-790
11021	11	Invoice	JUF PAYROLL TAXES	11/06/2024	11/21/2024	1,953.83	0	11/24	65-41-130
11021	12	Invoice	JUF BENEFITS	11/06/2024	11/21/2024	3,225.58	0	11/24	65-41-140
11021	13	Invoice	GF PAYROLL TAXES	11/06/2024	11/21/2024	430.67	0	11/24	11-41-130
11021	14	Invoice	GF BENEFITS	11/06/2024	11/21/2024	604.58	0	11/24	11-41-140
11021	15	Invoice	PUBLIC WRKS PAYROLL TAX	11/06/2024	11/21/2024	323.52	0	11/24	11-47-130
11021	16	Invoice	PUBLIC WRKS PAYROLL TAXES	11/06/2024	11/21/2024	670.55	0	11/24	11-47-140
11021	17	Invoice	COURT PAYROLL TAXES	11/06/2024	11/21/2024	302.27	0	11/24	11-42-130
11021	18	Invoice	INNOVATION CENTER TAX & BENEFITS	11/06/2024	11/21/2024	493.26	0	11/24	41-41-790
11021	19	Invoice	ADMIN FEE	11/06/2024	11/21/2024	244.29	0	11/24	11-41-242
11021	20	Invoice	ADMIN FEE	11/06/2024	11/21/2024	244.29	0	11/24	65-41-242
PROST 1024	1	Invoice	AZ SALES TAX - PROPANE	10/31/2024	11/15/2024	648.20	0	11/24	84-21371

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
WAT 1024	1	Invoice	AZ SALES TAX - WATER	10/31/2024	11/15/2024	3,791.90	0	11/24	81-21371
11026	1	Invoice	GASOLINE - PUBLIC WRKS	11/14/2024	11/29/2024	365.62	0	11/24	11-41-257
11026	2	Invoice	GASOLINE - PUBLIC WRKS - PARKS	11/14/2024	11/29/2024	190.20	0	11/24	11-48-257
11026	3	Invoice	DIESEL - PUBLIC WRKS - STREETS & ROADS	11/14/2024	11/29/2024	233.78	0	11/24	11-47-257
11026	4	Invoice	GASOLINE - PUBLIC WRKS - STREETS & ROADS	11/14/2024	11/29/2024	44.47	0	11/24	11-47-257
11026	5	Invoice	ADMIN FEE	11/14/2024	11/29/2024	24.94	0	11/24	11-41-257
11026	6	Invoice	PROPANE TRUCK	11/14/2024	11/29/2024	82.39	0	11/24	84-41-257
11026	7	Invoice	VAC TRUCK	11/14/2024	11/29/2024	308.42	0	11/24	82-41-257
11026	8	Invoice	UTILITIES	11/14/2024	11/29/2024	1,729.10	0	11/24	65-41-257
11026	9	Invoice	ADMIN FEE - UTILITIES	11/14/2024	11/29/2024	61.28	0	11/24	65-41-257
11028	1	Invoice	DOJ - CARTER	11/18/2024	12/03/2024	1,540.00	0	11/24	63-41-310
11030	1	Invoice	JUF PAYROLL	11/20/2024	11/30/2024	22,946.48	0	11/24	65-41-110
11030	2	Invoice	GF PAYROLL	11/20/2024	11/30/2024	714.52	0	11/24	11-41-110
11030	3	Invoice	BLDG PAYROLL	11/20/2024	11/30/2024	783.14	0	11/24	11-45-110
11030	4	Invoice	PUBLIC WRKS PAYROLL	11/20/2024	11/30/2024	4,355.74	0	11/24	11-47-110
11030	5	Invoice	COURT PAYROLL	11/20/2024	11/30/2024	1,793.12	0	11/24	11-42-110
11030	6	Invoice	GF CITY MANAGER	11/20/2024	11/30/2024	2,945.38	0	11/24	11-41-113
11030	7	Invoice	JUF CITY RECORDER	11/20/2024	11/30/2024	1,285.50	0	11/24	11-41-115
11030	8	Invoice	JUF CITY MANAGER	11/20/2024	11/30/2024	1,262.31	0	11/24	65-41-113
11030	9	Invoice	JUF CITY RECORDER	11/20/2024	11/30/2024	1,285.50	0	11/24	65-41-115
11030	10	Invoice	INNOVATION CENTER	11/20/2024	11/30/2024	2,884.62	0	11/24	41-41-790
11030	11	Invoice	JUF PAYROLL TAXES	11/20/2024	11/30/2024	1,905.04	0	11/24	65-41-130
11030	12	Invoice	JUF BENEFITS	11/20/2024	11/30/2024	8,280.28	0	11/24	65-41-140
11030	13	Invoice	GF PAYROLL TAXES	11/20/2024	11/30/2024	427.54	0	11/24	11-41-130
11030	14	Invoice	GF BENEFITS	11/20/2024	11/30/2024	1,450.68	0	11/24	11-41-140
11030	15	Invoice	PUBLIC WRKS PAYROLL TAXES	11/20/2024	11/30/2024	323.23	0	11/24	11-47-130
11030	16	Invoice	PUBLIC WRKS PAYROLL TAXES	11/20/2024	11/30/2024	1,731.57	0	11/24	11-47-140
11030	17	Invoice	COURT PAYROLL TAX & BENEFITS	11/20/2024	11/30/2024	812.28	0	11/24	11-42-130
11030	18	Invoice	INNOVATION CENTER TAX & BEN	11/20/2024	11/30/2024	1,014.38	0	11/24	41-41-790
11030	19	Invoice	Admin Fee	11/20/2024	11/30/2024	281.01	0	11/24	11-41-242
11030	20	Invoice	Admin Fee	11/20/2024	11/30/2024	281.02	0	11/24	65-41-242
Total 3930 TOWN OF COLORADO CITY:						117,172.47			
4055 UNIFIRST CORPORATION									
2310039457	1	Invoice	UNIFORM LAUNDRY	11/04/2024	12/04/2024	145.06	0	11/24	65-41-260
2310039996	1	Invoice	UNIFORM LAUNDRY	11/11/2024	12/11/2024	145.06	0	11/24	65-41-260
2310040504	1	Invoice	UNIFORM LAUNDRY	11/18/2024	12/18/2024	145.06	0	11/24	65-41-260
2310040988	1	Invoice	UNIFORM LAUNDRY	11/25/2024	12/25/2024	145.06	0	11/24	65-41-260
Total 4055 UNIFIRST CORPORATION:						580.24			
4202 ROCKY MOUNTAIN POWER									
68511976-00	1	Invoice	MONTHLY POWER	11/01/2024	12/01/2024	10.68	0	11/24	84-41-285
Total 4202 ROCKY MOUNTAIN POWER:						10.68			
4220 UTAH STATE TREASURER									
TC-55 1024	1	Invoice	SURCHARGES	10/31/2024	11/30/2024	1,866.67	0	11/24	11-42-550
Total 4220 UTAH STATE TREASURER:						1,866.67			
4221 UTAH STATE TAX COMMISSION									
STC 1024	1	Invoice	SALES AND USE TAX	11/08/2024	12/08/2024	396.59	0	11/24	84-21375

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
SALES TAX	3	Adjustmen	Taxes Collected for Hildale	05/31/2018	06/30/2018	294.13-	0	13/24	84-21375
SALES TAX	4	Adjustmen	SELLER DISCOUNT FOR MONTHLY FILERS	05/31/2018	06/30/2018	3.85	0	13/24	11-34-191
STC 0119	2	Adjustmen	Taxes Collected for Hildale	02/14/2019	03/16/2019	2,061.30-	0	13/24	84-21375
STC 0320	2	Adjustmen	Hildale Gas Sales Tax	03/31/2020	04/30/2020	1,387.74-	0	13/24	84-21375
STC 1218	2	Adjustmen	Taxes Collected for Hildale	01/11/2019	02/10/2019	1,365.42-	0	13/24	84-21375
TC 941 4RT	2	Adjustmen	Utah Withholding 4TH Qtr. 2018	01/30/2019	03/01/2019	1,429.53-	0	13/24	11-41-130
TC-941 1ST	2	Adjustmen	Utah Withholding 1ST Qtr. 2020	04/29/2020	05/29/2020	1,930.00-	0	13/24	11-22221
Total 4221 UTAH STATE TAX COMMISSION:						8,067.68-			

4470 ZION'S BANK

0722 1 DJ	2	Adjustmen	CHEVRON-FUEL FOR CITY VEHICLE	07/14/2022	08/13/2022	90.69-	0	13/24	11-41-257
0722 1 ED	2	Adjustmen	AMAZON	07/21/2022	08/20/2022	127.59-	0	13/24	11-41-240
0722 1 HJ	2	Adjustmen	ZOOM	07/13/2022	08/12/2022	149.90-	0	13/24	65-41-318
0722 1 NB	2	Adjustmen	TRACTOR SUPPLY	07/26/2022	08/25/2022	544.39-	0	13/24	11-48-260
0722 1 NF	2	Adjustmen	MAVERIK-FUEL	07/21/2022	08/20/2022	144.84-	0	13/24	65-41-257
0722 10 ED	2	Adjustmen	AMAZON	07/08/2022	08/07/2022	170.31-	0	13/24	11-41-240
0722 11 ED	2	Adjustmen	AMAZON	07/08/2022	08/07/2022	63.25-	0	13/24	11-41-240
0722 12 ED	2	Adjustmen	JENSEN PROPERTY MANAGEMENT	07/01/2022	07/31/2022	1,780.02-	0	13/24	11-41-140
0722 1SB	2	Adjustmen	WALMART-PARADE FLOAT SUPPLIES	07/03/2022	08/02/2022	132.56-	0	13/24	11-49-410
0722 2 AC	2	Adjustmen	UMCA Conference	07/01/2022	07/31/2022	180.00-	0	13/24	11-41-230
0722 2 DJ	2	Adjustmen	MAVERIK-FUEL	07/13/2022	08/12/2022	76.95-	0	13/24	11-41-257
0722 2 ED	2	Adjustmen	AMAZON	07/19/2022	08/18/2022	255.91-	0	13/24	11-41-240
0722 2 HJ	2	Adjustmen	SERVICE FEE	07/08/2022	08/07/2022	1.50-	0	13/24	11-41-242
0722 2 NB	2	Adjustmen	TRADERS DISCOUNT	07/24/2022	08/23/2022	56.04-	0	13/24	11-48-260
0722 2 SB	2	Adjustmen	SUBWAY	07/04/2022	08/03/2022	37.80-	0	13/24	11-41-235
0722 3 ED	2	Adjustmen	ALL AMERICAN DINER-CONFERENCE	07/15/2022	08/14/2022	77.40-	0	13/24	11-41-235
0722 3 HJ	2	Adjustmen	WASHINGTON COUNTY FILING-PLANNING COMMISSION	07/08/2022	08/07/2022	54.00-	0	13/24	11-41-312
0722 3 NB	2	Adjustmen	UTAH NURSERY	07/13/2022	08/12/2022	200.00-	0	13/24	11-48-274
0722 3 SB	2	Adjustmen	BEES 4TH OF JULY SUPPLIES	07/04/2022	08/03/2022	99.22-	0	13/24	11-41-235
0722 4 ED	2	Adjustmen	BEST WESTERN-NEPHI	07/15/2022	08/14/2022	131.07-	0	13/24	11-41-230
0722 4 NB	2	Adjustmen	USU EVENT SERVICES-CONFERENCE	07/13/2022	08/12/2022	150.00-	0	13/24	11-48-790
0722 4 SB	2	Adjustmen	OFFICE SUPPLIES	07/14/2022	08/13/2022	56.29-	0	13/24	11-41-240
0722 5 ED	2	Adjustmen	BEST WESTERN-NEPHI	07/15/2022	08/14/2022	131.07-	0	13/24	11-41-230
0722 5 SB	2	Adjustmen	THE 1045-SC FESTIVITIES MEETING	07/28/2022	08/27/2022	300.00-	0	13/24	11-49-410
0722 6 ED	2	Adjustmen	MAVERIK-FUEL	07/14/2022	08/13/2022	50.00-	0	13/24	11-41-257
0722 7 ED	2	Adjustmen	MAVERIK-FUEL	07/14/2022	08/13/2022	50.05-	0	13/24	11-41-257
0722 8 ED	2	Adjustmen	LISAS COUNTRY KITCHEN	07/14/2022	08/13/2022	78.96-	0	13/24	11-41-235
0722 9 ED	2	Adjustmen	PILOT-NEPHI	07/13/2022	08/12/2022	100.00-	0	13/24	11-41-257
072201 AC	2	Adjustmen	UMCA CONFERENCE	07/27/2022	08/26/2022	225.00-	0	13/24	11-41-230
1024 ANG C	1	Invoice	Amazon Mktp - Too;s for Gas Dept.	10/02/2024	11/30/2024	197.01	0	11/24	84-41-260
1024 ANG C	2	Invoice	Edge Of The World Brewery - Lunch w/ Lori	10/02/2024	11/30/2024	36.59	0	11/24	11-41-235
1024 ANG C	3	Invoice	Amzn Mktp Us - Tools for Gas Dept.	10/02/2024	11/30/2024	122.98	0	11/24	84-41-260
1024 BB	1	Invoice	Basic American Supply	10/02/2024	11/30/2024	1,804.86	0	11/24	41-41-790
1024 BB	2	Invoice	Uzona Chamber Of Commerce	10/02/2024	11/30/2024	15.00	0	11/24	41-41-790
1024 BB	3	Invoice	Basic American Supply	10/02/2024	11/30/2024	754.48	0	11/24	41-41-790
1024 ED	1	Invoice	Apple.Com/Bill - Subscription	10/06/2024	11/30/2024	.99	0	11/24	11-41-210
1024 ED	2	Invoice	Mobettahs Cedar City - 1 UT Summit	10/06/2024	11/30/2024	31.15	0	11/24	11-41-230
1024 ED	3	Invoice	Pizza Factory - 1 UT Group						

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
			Lunch	10/06/2024	11/30/2024	51.30	0	11/24	11-41-230
1024 ED	4	Invoice	Wm Supercenter - 1 UT	10/06/2024	11/30/2024	239.52	0	11/24	11-41-230
			Summit Mayors Mtg. Appreciation						
1024 ED	5	Invoice	Albertos Mexican Food - 1 UT	10/06/2024	11/30/2024	21.30	0	11/24	11-41-230
			Summit						
1024 ED	6	Invoice	Maverik - 1 UT Summit - fuel	10/06/2024	11/30/2024	68.63	0	11/24	11-41-230
1024 ED	7	Invoice	Uzona Chamber Of Commerce	10/06/2024	11/30/2024	10.00	0	11/24	11-49-230
1024 ED	8	Invoice	Tst* Brothers Bistro - Adult Prevention Coalition	10/06/2024	11/30/2024	168.42	0	11/24	11-49-230
1024 ED	9	Invoice	Bees Marketplace	10/06/2024	11/30/2024	67.49	0	11/24	41-41-790
1024 ED	10	Invoice	Adobe *adobe - Subscription	10/06/2024	11/30/2024	21.28	0	11/24	11-41-210
1024 ED	11	Invoice	Alfredos A Mexican Food	10/06/2024	11/30/2024	32.19	0	11/24	65-41-235
1024 ED	12	Invoice	Adobe Inc. - Subscription	10/06/2024	11/30/2024	25.86	0	11/24	11-41-210
1024 LB	1	Invoice	Maverik #435	10/02/2024	11/30/2024	50.00	0	11/24	11-41-311
1024 LB	2	Invoice	Chevron 0208662	10/02/2024	11/30/2024	35.41	0	11/24	11-41-311
1024 LB	3	Invoice	Quickquack* O 3548a713	10/02/2024	11/30/2024	22.99	0	11/24	11-41-311
1024 LB	4	Invoice	Tst* Eggsburgh	10/02/2024	11/30/2024	50.79	0	11/24	11-41-311
1024 LB	5	Invoice	Mobettahs Cedar City 35	10/02/2024	11/30/2024	16.41	0	11/24	11-41-311
1024 LB	6	Invoice	Maverik #362	10/02/2024	11/30/2024	47.27	0	11/24	11-41-311
1024 LB	7	Invoice	Bees Marketplace	10/02/2024	11/30/2024	38.20	0	11/24	11-41-311
1024 LT	1	Invoice	Jimmy Johns 4138	09/30/2024	11/30/2024	205.97	0	11/24	65-41-235
1024 LT	2	Invoice	Usps Po 0319420169	09/30/2024	11/30/2024	511.00	0	11/24	11-42-620
1024 LT	3	Invoice	Chevron 0206190	09/30/2024	11/30/2024	60.11	0	11/24	11-42-620
1024 LT	4	Invoice	Chevron 0206190	09/30/2024	11/30/2024	43.02	0	11/24	11-42-620
1024 LT	5	Invoice	In-N-Out Centerville	09/30/2024	11/30/2024	22.46	0	11/24	11-41-230
1024 LT	6	Invoice	Bees Marketplace - Staff appreciation cards/gifts	09/30/2024	11/30/2024	30.99	0	11/24	11-49-410
1024 LT	7	Invoice	Sq *patys Place	09/30/2024	11/30/2024	53.22	0	11/24	11-49-410
1024 LT	8	Invoice	Sq *sweet Sage Coffee Co.	09/30/2024	11/30/2024	27.60	0	11/24	11-41-310
1024 LT	9	Invoice	Dixie Spin Hildale	09/30/2024	11/30/2024	7.75	0	11/24	65-41-310
1024 LT	10	Invoice	Dixie Spin Hildale	09/30/2024	11/30/2024	4.50	0	11/24	65-41-310
1024 LT	11	Invoice	Blvdhome - Roll a way bed for apartment	09/30/2024	11/30/2024	455.42	0	11/24	65-41-310
1024 LT	12	Invoice	Wal-Mart #4678	09/30/2024	11/30/2024	91.28	0	11/24	65-41-310
1024 LT	13	Invoice	Wal-Mart #4678	09/30/2024	11/30/2024	24.41	0	11/24	65-41-310
1024 LT	14	Invoice	Tst* Brothers Bistro - Youth coalition mtg food	09/30/2024	11/30/2024	142.09	0	11/24	11-49-410
1024 LT	15	Invoice	Bees Marketplace - Office Decorations	09/30/2024	11/30/2024	20.61	0	11/24	11-49-410
1024 LT	16	Invoice	Dixie Spin Hildale - Apartment laundry	09/30/2024	11/30/2024	26.00	0	11/24	65-41-310
1024 LT	17	Invoice	Dixie Spin Hildale - Apartment laundry	09/30/2024	11/30/2024	20.75	0	11/24	65-41-610
1024 NB	1	Invoice	BUCKS ACE HARDWARE - WEED KILLER	10/31/2024	11/30/2024	46.95	0	11/24	11-41-271
1024 NF	1	Invoice	Costco - Utility workers drinks and snacks	10/07/2024	11/30/2024	176.23	0	11/24	65-41-235
1024 NF	2	Invoice	Psi Services Llc Usd	10/07/2024	11/30/2024	106.00	0	11/24	84-41-230
1024 NF	3	Invoice	Deq Storm Water - Nathan's Test	10/07/2024	11/30/2024	50.00	0	11/24	82-41-230
1024 NF	4	Invoice	Veriforce Llc - Gas Cert	10/07/2024	11/30/2024	159.68	0	11/24	84-41-230
1024 NF	5	Invoice	Holiday Inn Express And	10/07/2024	11/30/2024	179.67	0	11/24	65-41-230
1024 NF	6	Invoice	Holiday Inn Express And	10/07/2024	11/30/2024	179.67	0	11/24	65-41-230
1024 NF	7	Invoice	American Water College - Troy Hammon	10/07/2024	11/30/2024	179.99	0	11/24	81-41-330
1024 NF	8	Invoice	American Water College - Nathan Fischer	10/07/2024	11/30/2024	179.99	0	11/24	81-41-330
1024 NF	9	Invoice	Psi Services Llc Usd - Testing #3 - Nathan	10/07/2024	11/30/2024	106.00	0	11/24	84-41-330
1024 NF	10	Invoice	Washington County Collis	10/07/2024	11/30/2024	500.00	0	11/24	65-41-250
1024 NF	11	Invoice	Driver License Dixie - J. Moodie CDL	10/07/2024	11/30/2024	70.00	0	11/24	84-41-230
1024 NF	12	Invoice	Fsp*weau - Alvey & Leroy Sewer Training	10/07/2024	11/30/2024	90.00	0	11/24	82-41-230
1024 OS	1	Invoice	Bitter Bean Coffee Co	09/30/2024	11/30/2024	6.39	0	11/24	11-41-230

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
1024 OS	2	Invoice	Quickquack* O 772d0dad	09/30/2024	11/30/2024	27.99	0	11/24	11-41-250
1024 OS	3	Invoice	Quickquack* O C1db7ce4	09/30/2024	11/30/2024	13.99	0	11/24	11-41-250
1024 OS	4	Invoice	Wal-Mart - Cleaning Supplies for Utilities	09/30/2024	11/30/2024	254.69	0	11/24	65-41-260
1024 OS	5	Invoice	Wal-Mart Cleaning supplies for Innov. Ctr	09/30/2024	11/30/2024	268.00	0	11/24	41-41-790
1024 OS	6	Invoice	Wm Supercenter - Microwave & Crockpot	09/30/2024	11/30/2024	150.13	0	11/24	11-41-260
1024 OS	7	Invoice	Basic American Supply - Building Maintenance	09/30/2024	11/30/2024	26.03	0	11/24	11-41-271
1024 OS	8	Invoice	Wwp*the Bugnappers	09/30/2024	11/30/2024	199.00	0	11/24	65-41-271
1024 OS	9	Invoice	Wm Supercenter - Microwave returned	09/30/2024	11/30/2024	80.06	0	11/24	11-41-260
1024 OS	10	Invoice	Wwp*the Bugnappers - Innov. Ctr. Pest Control	09/30/2024	11/30/2024	135.00	0	11/24	41-41-790
1024 OS	11	Invoice	Wwp*the Bugnappers - Utility Yard Pest Control	09/30/2024	11/30/2024	99.00	0	11/24	11-48-271
1024 OS	12	Invoice	Wwp*the Bugnappers	09/30/2024	11/30/2024	199.00	0	11/24	65-41-271
1024 OS	13	Invoice	Wwp*the Bugnappers - City Hall Pest Control	09/30/2024	11/30/2024	72.50	0	11/24	65-41-271
1024 OS	14	Invoice	Wwp*the Bugnappers - City Hall Pest Control	09/30/2024	11/30/2024	72.50	0	11/24	11-41-271
1024 OS	15	Invoice	Lowes	09/30/2024	11/30/2024	126.43	0	11/24	11-42-240
1024 OS	16	Invoice	Wm Supercenter #4678	09/30/2024	11/30/2024	318.12	0	11/24	65-41-310
1024 SB	1	Invoice	Maverik	09/30/2024	11/30/2024	18.01	0	11/24	11-41-230
1024 SB	2	Invoice	Tagg N Go Express	09/30/2024	11/30/2024	15.00	0	11/24	11-41-250
1024 SB	3	Invoice	Sq *blue Agave Mexican Ki	09/30/2024	11/30/2024	21.58	0	11/24	11-41-310
1024 SB	4	Invoice	The Kimball Condominiums	09/30/2024	11/30/2024	124.66	0	11/24	11-41-230
1024 SB	5	Invoice	The Kimball Condominiums	09/30/2024	11/30/2024	124.66	0	11/24	11-41-230
1024 SB	6	Invoice	Tst*essential Coffee Co	09/30/2024	11/30/2024	11.95	0	11/24	11-41-230
1024 SB	7	Invoice	Chefstore - Street Fest food	09/30/2024	11/30/2024	517.29	0	11/24	11-49-410
1024 SB	8	Invoice	Costco Whse - Fall Fest food	09/30/2024	11/30/2024	192.52	0	11/24	11-49-410
1024 SB	9	Invoice	Costco Whse - Fall Fest food	09/30/2024	11/30/2024	106.43	0	11/24	11-41-235
1024 SB	10	Invoice	Sq *water Canyon Winery - Lori's lodging	09/30/2024	11/30/2024	406.40	0	11/24	11-41-312
1024 SB	11	Invoice	Sq *water Canyon Winery - Lori's lodging	09/30/2024	11/30/2024	406.41	0	11/24	65-41-312
1024 SB	12	Invoice	Starbucks Store 02936	09/30/2024	11/30/2024	16.54	0	11/24	11-49-230
1024 SB	13	Invoice	Wm Supercenter - Fall Fest	09/30/2024	11/30/2024	155.37	0	11/24	11-49-410
1024 SB	14	Invoice	Amazon Mktp - Voice Recorder	09/30/2024	11/30/2024	125.99	0	11/24	11-41-272
1024 SB	15	Invoice	53446 La Quinta By Wyndha	09/30/2024	11/30/2024	819.15	0	11/24	11-41-230
1024 SB	16	Invoice	Amazon Mktp - TV mounts and accessories	09/30/2024	11/30/2024	67.20	0	11/24	11-41-271
1024 SB	17	Invoice	Amzn Mktp Us - Truck running board	09/30/2024	11/30/2024	285.99	0	11/24	11-41-250
1024 SB	18	Invoice	Amazon Mark* 4t7xd5ia3	09/30/2024	11/30/2024	123.50	0	11/24	11-41-250
1024 SB	19	Invoice	Amzn Mktp Us - Laptop ram drive for Lori	09/30/2024	11/30/2024	56.42	0	11/24	11-41-272
1024 SB	20	Invoice	Las Lupitas Mexican Resta	09/30/2024	11/30/2024	35.35	0	11/24	11-41-310
1024 SB	21	Invoice	Steamroller Copies - Vehicle decals & flyers	09/30/2024	11/30/2024	854.88	0	11/24	65-41-240
1024 SB	22	Invoice	Wm Supercenter - Apartment supplies	09/30/2024	11/30/2024	101.03	0	11/24	65-41-310
1024 SB	23	Invoice	Wm Supercenter - Apartment supplies	09/30/2024	11/30/2024	101.04	0	11/24	11-41-310
1024 SB	24	Invoice	Lowes - digital entry door knobs	09/30/2024	11/30/2024	94.94	0	11/24	11-42-240
1024 SB	25	Invoice	Lowes - door parts	09/30/2024	11/30/2024	99.27	0	11/24	65-41-271
1024 SB	26	Invoice	Pizza Factory Pine View	09/30/2024	11/30/2024	46.52	0	11/24	11-41-310
1024 SB	27	Invoice	Starbucks Store	09/30/2024	11/30/2024	18.26	0	11/24	11-41-230
1024 SB	28	Invoice	Wal-Mart - microwave for office	09/30/2024	11/30/2024	140.09	0	11/24	11-41-240
1024 SB	29	Invoice	Wal-Mart - microwave for office	09/30/2024	11/30/2024	140.10	0	11/24	65-41-240
1024 SB	30	Invoice	Bees Marketplace - Staff refreshments	09/30/2024	11/30/2024	60.38	0	11/24	11-41-235
1024 SB	31	Invoice	Lowes - credit	09/30/2024	11/30/2024	51.20	0	11/24	11-42-240
1024 SB	32	Invoice	Sq *common Grounds Thrift -						

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
			apartment furniture	09/30/2024	11/30/2024	20.00	0	11/24	65-41-310
1024 SB	33	Invoice	Usu Event Services - Parks training	09/30/2024	11/30/2024	330.00	0	11/24	11-48-230
1024 SB	34	Invoice	Tst* Brothers Bistro	09/30/2024	11/30/2024	71.52	0	11/24	65-41-235
1024 SB	35	Invoice	Amazon Mktpl - rechargable batteries for mics	09/30/2024	11/30/2024	42.99	0	11/24	11-41-272
1024 US	1	Invoice	Usps Po - Shipping for water samples	10/09/2024	11/30/2024	12.90	0	11/24	81-41-314
1024 US	2	Invoice	Del Taco - Gas training - Moodie & Mitch	10/09/2024	11/30/2024	20.99	0	11/24	82-41-230
1024 US	3	Invoice	Hampton Inns	10/09/2024	11/30/2024	42.00	0	11/24	82-41-230
1024 US	4	Invoice	In-N-Out - Gas Training - Moodie & Mitch	10/09/2024	11/30/2024	42.03	0	11/24	82-41-230
1024 US	5	Invoice	Loves - Gas Training travel - Moodie & Mitch	10/09/2024	11/30/2024	41.14	0	11/24	82-41-230
1024 US	6	Invoice	Holiday Inn Express And	10/09/2024	11/30/2024	359.34	0	11/24	82-41-230
1024 US	7	Invoice	Maverik - Fuel to drop off water samples	10/09/2024	11/30/2024	102.42	0	11/24	81-41-257
1024 US	8	Invoice	Hotelcom - Lodging for Sewer class - Alvey	10/09/2024	11/30/2024	133.76	0	11/24	82-41-230
1024 US	9	Invoice	Maverik - Sewer Class - Alvey	10/09/2024	11/30/2024	10.09	0	11/24	82-41-230
1024 US	10	Invoice	Maverik - Sewer Class - Alvey	10/09/2024	11/30/2024	28.15	0	11/24	82-41-230
1024 US	11	Invoice	Maverik - Sewer Class - Alvey	10/09/2024	11/30/2024	41.97	0	11/24	82-41-257
1024 US	12	Invoice	Maverik - Sewer Class - Alvey	10/09/2024	11/30/2024	30.53	0	11/24	82-41-230
10244 AB	1	Invoice	Uapmo.Org	10/09/2024	11/30/2024	350.00	0	11/24	11-45-330
10244 AB	2	Invoice	Utahchapte* Utah Chapt	10/09/2024	11/30/2024	106.04	0	11/24	11-45-330
Total 4470 ZION'S BANK:						10,737.64			
4605 SUMMIT ENERGY, LLC									
1024HILD	1	Invoice	Wholesale Gas Purchases	11/05/2024	12/05/2024	6,373.51	0	11/24	84-41-431
Total 4605 SUMMIT ENERGY, LLC:						6,373.51			
4613 NEWBY BUICK									
5041558	1	Invoice	Utility Truck #3131 Door Parts	10/09/2024	11/08/2024	552.73	0	11/24	65-41-250
5041661	1	Invoice	Parts for door on truck # 3131	10/23/2024	11/22/2024	181.84	0	11/24	65-41-250
Total 4613 NEWBY BUICK:						734.57			
4620 VERIZON WIRELESS									
9976321149	1	Invoice	WIRELESS SERVICE - ADMIN 57%	11/06/2024	12/06/2024	196.73	0	11/24	11-41-287
9976321149	2	Invoice	WIRELESS SERVICE - UTILITIES 43%	11/06/2024	12/06/2024	148.42	0	11/24	65-41-287
Total 4620 VERIZON WIRELESS:						345.15			
4694 PREFERRED PARTS									
15048-17470	1	Invoice	OPEN PO: FILTERS FOR PROPANE TRUCK	10/09/2024	11/30/2024	179.26	0	11/24	81-41-250
15048-17760	1	Invoice	Jumper Cables	11/13/2024	11/30/2024	117.98	0	11/24	65-41-250
15048-17773	1	Invoice	TRUCK MAINTENANCE ITEMS	11/14/2024	11/30/2024	27.38	0	11/24	65-41-250
15048-17866	1	Invoice	LUBE & FILTERS FOR VOLVO DUMP TRUCK	11/26/2024	11/30/2024	264.70	0	11/24	65-41-250
Total 4694 PREFERRED PARTS:						589.32			
4701 ZIONS FIRST NATIONAL BANK									
EFTPS 0501	4	Adjustmen	Social Security - FICA Deposit 0520	05/01/2020	05/30/2020	1,236.84-	0	13/24	11-22211
EFTPS 0501	5	Adjustmen	Medicare - FICA Deposit 0520	05/01/2020	05/30/2020	289.22-	0	13/24	11-22212
EFTPS 0501	6	Adjustmen	Tax Withholding - FICA Deposit 0520	05/01/2020	05/30/2020	571.73-	0	13/24	11-22213

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
EFTPS 0515	4	Adjustmen	Social Security - FICA Deposit 0520	05/15/2020	05/30/2020	1,039.80-	0	13/24	11-22211
EFTPS 0515	5	Adjustmen	Medicare - FICA Deposit 0520	05/15/2020	05/30/2020	243.18-	0	13/24	11-22212
EFTPS 0515	6	Adjustmen	Tax Withholding - FICA Deposit 0320	05/15/2020	05/30/2020	571.83-	0	13/24	11-22213
Total 4701 ZIONS FIRST NATIONAL BANK:						3,952.60-			
4750 DJB GAS SERVICES, INC.									
0001546693	1	Invoice	CYLINDER RENTAL	10/31/2024	11/30/2024	29.92	0	11/24	65-41-250
Total 4750 DJB GAS SERVICES, INC.:						29.92			
4835 DOI/BLM									
2025005972	1	Invoice	Gas Pipeline Right of Way	11/12/2024	11/30/2024	535.88	0	11/24	84-41-580
Total 4835 DOI/BLM:						535.88			
5057 GARKANE ENERGY									
1684200 112	1	Invoice	MAXWELL PARK POWER	11/14/2024	11/30/2024	220.75	0	11/24	11-48-285
1709902 112	1	Invoice	POWER PLANT WELL	11/14/2024	11/30/2024	1,843.84	0	11/24	81-41-285
1711203 112	1	Invoice	INNOVATION CENTER	11/14/2024	11/30/2024	186.73	0	11/24	41-41-790
1717500 112	1	Invoice	CENTENNIAL PARK LIFT STATION	11/21/2024	11/30/2024	1,321.16	0	11/24	82-41-285
1734500 112	1	Invoice	EAST WATER TANKS	11/21/2024	11/30/2024	64.48	0	11/24	81-41-285
1755204 112	1	Invoice	UMSSD/PROSPECTION CONSULTING BLDG POWER	11/14/2024	11/30/2024	73.62	0	11/24	11-48-730
1763000 112	1	Invoice	SPRINKLER PUMP STATION	11/14/2024	11/30/2024	493.01	0	11/24	82-41-285
1763900 112	1	Invoice	SEWER HEADWORKS BLDG	11/14/2024	11/30/2024	3,337.57	0	11/24	82-41-285
1768100 112	1	Invoice	Well #8	11/21/2024	11/30/2024	492.06	0	11/24	81-41-285
1772300 112	1	Invoice	Well #10	11/21/2024	11/30/2024	477.76	0	11/24	81-41-285
1772400 112	1	Invoice	Well #4	11/21/2024	11/30/2024	845.19	0	11/24	81-41-285
1772500 112	1	Invoice	CITY HALL POWER 67%	11/14/2024	11/30/2024	297.62	0	11/24	65-41-285
1772500 112	2	Invoice	CITY HALL POWER 33%	11/14/2024	11/30/2024	146.59	0	11/24	11-41-285
1775500 112	1	Invoice	WATER PLANT POWER	11/21/2024	11/30/2024	4,398.69	0	11/24	81-41-285
1780600 112	1	Invoice	Well #19	11/21/2024	11/30/2024	665.88	0	11/24	81-41-285
1781000 112	1	Invoice	Well #17	11/21/2024	11/30/2024	36.50	0	11/24	81-41-285
1782300 112	1	Invoice	LAB SHOP POWER	11/14/2024	11/30/2024	584.00	0	11/24	65-41-285
1782501 112	1	Invoice	Well #22	11/14/2024	11/30/2024	3,960.58	0	11/24	81-41-285
1787300 112	1	Invoice	PROPANE YARD	11/14/2024	11/30/2024	62.43	0	11/24	84-41-285
1790000 112	1	Invoice	STREET LIGHTS	11/14/2024	11/30/2024	488.60	0	11/24	11-47-286
1793900 112	1	Invoice	MILLION GALLON TANK	11/14/2024	11/30/2024	50.92	0	11/24	81-41-285
1945500 112	1	Invoice	ACADEMY AVE WELL	11/21/2024	11/30/2024	49.08	0	11/24	81-41-285
2026700 112	1	Invoice	Well #21	11/21/2024	11/30/2024	2,966.80	0	11/24	81-41-285
Total 5057 GARKANE ENERGY:						23,063.86			
5075 UTAH STATE FIRE MARSHAL									
2024-02092	1	Invoice	CERTIFICATION FEES	11/14/2024	11/30/2024	610.00	0	11/24	84-41-273
Total 5075 UTAH STATE FIRE MARSHAL:						610.00			
5085 CENTURY EQUIPMENT COMPANY, INC.									
CP86153	1	Invoice	HYDRAULIC LINES/HOSES FOR BACKHOE	11/04/2024	11/30/2024	256.08	0	11/24	11-47-250
Total 5085 CENTURY EQUIPMENT COMPANY, INC.:						256.08			
5181 RYAN D. STOUT									
241100005	1	Invoice	PUBLIC DEFENDER FEES - CASE# 241100005	11/07/2024	11/30/2024	185.00	0	11/24	11-41-310

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
241100022	1	Invoice	PUBLIC DEFENDER FEES - CASE# 241100022	11/07/2024	11/30/2024	485.00	0	11/24	11-41-310
245100001	1	Invoice	PUBLIC DEFENDER FEES - CASE# 245100001	11/07/2024	11/30/2024	325.00	0	11/24	11-41-310
TYLER HAM	1	Invoice	PUBLIC DEFENDER FEES - CASE HILDALE CITY VS TYLER HAMMON	11/07/2024	11/30/2024	185.00	0	11/24	11-41-310
Total 5181 RYAN D. STOUT:						1,180.00			
5276 HI-VALLEY CHEMICAL, INC									
706088	1	Invoice	CHEMICAL FOR WATER TREATMENT	05/24/2024	11/30/2024	10,127.08	0	11/24	81-41-273
706089	1	Invoice	LIQUID CHLORINE FOR WATER LINE DISINFECTION	05/24/2024	11/30/2024	89.38	0	11/24	81-41-273
Total 5276 HI-VALLEY CHEMICAL, INC:						10,216.46			
5336 WCF									
8027579	1	Invoice	WORKERS COMP. INSUR. - 20% GEN. FUND	11/01/2024	11/30/2024	113.58	0	11/24	11-41-510
8027579	2	Invoice	WORKERS COMP. INSUR. - 80% JUF	11/01/2024	11/30/2024	454.32	0	11/24	65-41-510
Total 5336 WCF:						567.90			
5376 WAXIE SANITARY SUPPLY									
82868797	1	Invoice	WAXIE-GREEN CLEAN TOUCH CLEAR&MILD FOAM HNDWSH 1250 ML 3/CS	11/18/2024	11/30/2024	65.38	0	11/24	11-41-271
82868797	2	Invoice	WAXIE-GREEN CLEAN TOUCH CLEAR&MILD FOAM HNDWSH 1250 ML 3/CS	11/18/2024	11/30/2024	65.38	0	11/24	65-41-271
82868797	3	Invoice	WAXIE-GREEN CLEAN TOUCH CLEAR&MILD FOAM HNDWSH 1250 ML 3/CS	11/18/2024	11/30/2024	65.38	0	11/24	84-41-271
82868797	4	Invoice	WAXIE-GREEN 8900 NO-TOUCH WHITE ROLL TOWEL 6/900	11/18/2024	11/30/2024	104.66	0	11/24	65-41-271
Total 5376 WAXIE SANITARY SUPPLY:						300.80			
5401 SHRED ST GEORGE									
53347111824	1	Invoice	PAPER SHREDDING - 50% ADMIN	11/18/2024	11/30/2024	109.90	0	11/24	11-41-240
53347111824	2	Invoice	65 GAL BULK SHRED - PAPER SHREDDING - 50% UTILITIES	11/18/2024	11/30/2024	109.90	0	11/24	65-41-271
Total 5401 SHRED ST GEORGE:						219.80			
5409 OLYMPUS INSURANCE AGENCY									
17082	1	Invoice	ADD VEHICLE - TR's TRUCK	11/11/2024	11/30/2024	1,573.00	0	11/24	11-41-510
Total 5409 OLYMPUS INSURANCE AGENCY:						1,573.00			
5518 CUSTOMER DEPOSIT REFUND									
3106201 110	1	Invoice	3106201 CUSTOMER DEPOSIT REFUND	11/06/2024	11/30/2024	40.87	0	11/24	81-21350
Total 5518 CUSTOMER DEPOSIT REFUND:						40.87			
5530 INKBOX Z									
248	1	Invoice	2023 CALENDAR ADS HILDALE CITY	11/21/2024	11/30/2024	320.00	0	11/24	11-41-210
248	2	Invoice	2023 CALENDAR ADS UTILITIES	11/21/2024	11/30/2024	320.00	0	11/24	65-41-210

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
Total 5530 INKBOX Z:						640.00			
5553 EXECUTECH UTAH, INC.									
32885	1	Invoice	OFFICE 365 G3 GCC (GOVERNMENT) 70% SPLIT	10/31/2024	11/30/2024	752.54	0	11/24	65-41-318
32885	2	Invoice	OFFICE 365 G3 GCC (GOVERNMENT) 30% SPLIT	10/31/2024	11/30/2024	322.51	0	11/24	11-41-316
32897	1	Invoice	IT MANAGEMENT SERVICES JUF 70% SPLIT	11/01/2024	11/30/2024	2,793.00	0	11/24	65-41-318
32897	2	Invoice	IT MANGEMENT SERVICES ADMIN 30% SPLIT	11/01/2024	11/30/2024	1,197.00	0	11/24	11-41-316
Total 5553 EXECUTECH UTAH, INC.:						5,065.05			
5580 STATE OF UTAH DEPT. OF AGRICULTURE&FOOD									
102524	1	Invoice	ESTABLISHMENT REGISTRATION FOR 2025	10/25/2024	11/30/2024	150.00	0	11/24	84-41-210
Total 5580 STATE OF UTAH DEPT. OF AGRICULTURE&FOOD:						150.00			
5607 ENBRIDGE GAS UT WY ID									
5948550000-	1	Invoice	Natural Gas Commodity	11/05/2024	11/30/2024	2,369.50	0	11/24	84-41-434
Total 5607 ENBRIDGE GAS UT WY ID:						2,369.50			
5637 BASIC AMERICAN SUPPLY									
658355	1	Invoice	WATER CONNECTORS	11/06/2024	11/30/2024	14.28	0	11/24	81-41-273
659894	1	Invoice	SCREWS FOR WINTER COVER ON WELL #17	11/13/2024	11/30/2024	83.98	0	11/24	81-41-273
661463	1	Invoice	TAPE FOR GAS PIPE INSTALLATION	11/21/2024	11/30/2024	38.97	0	11/24	82-41-340
662625	1	Invoice	ADHESIVE FOR WELL #17 COVER	11/26/2024	11/30/2024	34.14	0	11/24	81-41-273
662724	1	Invoice	ADHESIVE FOR WELL #17 COVER	11/26/2024	11/30/2024	17.07	0	11/24	81-41-273
Total 5637 BASIC AMERICAN SUPPLY:						188.44			
5646 XPRESS BILL PAY									
INV-XPR017	1	Invoice	Xpress Bill Pay Trans. & Account Maintenance	10/31/2024	11/30/2024	991.30	0	11/24	65-41-318
Total 5646 XPRESS BILL PAY:						991.30			
5691 Myron Corp.									
136590833	1	Invoice	Promotional products for damage prevention	11/18/2024	11/30/2024	2,115.12	0	11/24	84-41-330
Total 5691 Myron Corp.:						2,115.12			
5706 FERGUSON WATERWORKS #1600									
1031436	1	Invoice	LUBRICATING OIL FOR HIRE HYDRANTS	11/18/2024	11/30/2024	317.78	0	11/24	81-41-273
Total 5706 FERGUSON WATERWORKS #1600:						317.78			
5736 Owen Equipment									
00118309	1	Invoice	Hose for jetter truck	11/22/2024	11/30/2024	2,404.65	0	11/24	82-41-273
Total 5736 Owen Equipment:						2,404.65			

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
5745 PUBLIC MANAGEMENT PARTNERS									
10-2024	1	Invoice	COURT MONITOR FEES	11/19/2024	11/30/2024	929.83	0	11/24	63-41-310
Total 5745 PUBLIC MANAGEMENT PARTNERS:						929.83			
5793 STATE BANK OF SOUTHERN UTAH									
11152024	1	Invoice	PRINCIPAL DUE	11/15/2024	11/30/2024	19,164.25	0	11/24	82-42-813
Total 5793 STATE BANK OF SOUTHERN UTAH:						19,164.25			
5794 PAT WALKER CONSULTING LLC									
2024-115	1	Invoice	Professional fiancial assistance (Cristina & Pat) 70% split JUF	11/10/2024	11/30/2024	12,162.50	0	11/24	65-41-145
2024-115	2	Invoice	PROFESSIONAL FINANCIAL ASSISTANCE (CRISTINA & PAT) 30% SPLIT GF	11/10/2024	11/30/2024	5,212.50	0	11/24	11-41-312
2024-116	1	Invoice	Professional fiancial assistance (BILL) 70% split JUF	11/18/2024	11/30/2024	1,386.00	0	11/24	65-41-145
2024-116	2	Invoice	PROFESSIONAL FINANCIAL ASSISTANCE (BILL) 30% SPLIT GF	11/18/2024	11/30/2024	594.00	0	11/24	11-41-312
Total 5794 PAT WALKER CONSULTING LLC:						19,355.00			
5821 JONES & DEMILLE ENGINEERING									
0134775	1	Invoice	ACADEMY AVE WELL ENGINEERING	07/22/2024	11/30/2024	2,600.00	0	11/24	81-41-311
0135372	1	Invoice	ACADEMY AVE WELL ENGINEERING	09/16/2024	11/30/2024	1,300.00	0	11/24	81-41-311
0135375	1	Invoice	WELL 17 ENGINEERING	09/16/2024	11/30/2024	4,250.00	0	11/24	81-41-311
0135634	1	Invoice	ACADEMY AVE WELL ENGINEERING	10/15/2024	11/30/2024	1,300.00	0	11/24	81-41-311
0135636	1	Invoice	WELL 17 ENGINEERING	10/15/2024	11/30/2024	3,400.00	0	11/24	81-41-311
Total 5821 JONES & DEMILLE ENGINEERING:						12,850.00			
5824 CUSTOMER OVERPAYMENT									
9000010 112	1	Invoice	9000010 CUSTOMER OVERPAYMENT REFUND	11/21/2024	11/30/2024	1,725.00	0	11/24	01-11750
Total 5824 CUSTOMER OVERPAYMENT:						1,725.00			
5825 ZION TROPHIES AND AWARDS									
1376	1	Invoice	PLAQUE	09/08/2024	11/30/2024	41.26	0	11/24	11-49-410
1459	1	Invoice	PLAQUE	11/04/2024	11/30/2024	26.69	0	11/24	11-49-410
1465	1	Invoice	NAME BADGES & DESK PLATE	11/09/2024	11/30/2024	137.71	0	11/24	11-49-410
Total 5825 ZION TROPHIES AND AWARDS:						205.66			
5854 SUU WATERLAB									
WL-3003	1	Invoice	WATER TESTING	10/17/2024	11/30/2024	154.00	0	11/24	81-41-314
WL-3047	1	Invoice	WATER TESTING	11/30/2024	11/30/2024	22.00	0	11/24	81-41-314
WL-3136	1	Invoice	WATER TESTING	11/25/2024	11/30/2024	154.00	0	11/24	81-41-314
Total 5854 SUU WATERLAB:						330.00			
5855 CIVICPLUS LLC									
306717	1	Invoice	Municode ANNUAL SELF-PUBLISHING SOFTWARE LICENSE RENEWAL	06/10/2024	11/30/2024	2,709.16	0	11/24	11-41-210

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
Total 5855 CIVICPLUS LLC:						2,709.16			
5894 JERALD A POSTEMA									
1060-24	1	Invoice	UTILITIES DIRECTOR CONTRACT	11/03/2024	11/30/2024	5,000.00	0	11/24	65-41-310
1060-24	2	Invoice	EXPENSES REIMBURSEMENT	11/03/2024	11/30/2024	705.49	0	11/24	65-41-310
Total 5894 JERALD A POSTEMA:						5,705.49			
5921 LORI WEDEMEYER									
11072024	1	Invoice	HR CONSULTING 50% SPLIT - ADMIN	11/07/2024	11/30/2024	750.00	0	11/24	11-41-312
11072024	2	Invoice	HR CONSULTING SPLIT 50% - UTILITIES	11/07/2024	11/30/2024	750.00	0	11/24	65-41-310
11072024	3	Invoice	TRAVEL REIMBURSEMENT - 50% split	11/07/2024	11/30/2024	247.05	0	11/24	65-41-310
11072024	4	Invoice	TRAVEL REIMBURSEMENT - 50% split	11/07/2024	11/30/2024	247.05	0	11/24	11-41-312
11212024	1	Invoice	HR CONSULTING	11/21/2024	11/30/2024	1,500.00	0	11/24	11-41-312
11212024 TR	1	Invoice	TRAVEL/MEALS REFUND	11/21/2024	11/30/2024	635.86	0	11/24	65-41-310
Total 5921 LORI WEDEMEYER:						4,129.96			
5922 GANNETT MEDIA CORP									
0006625419	1	Invoice	Publishing FY25 Budget	08/07/2024	11/30/2024	885.16	0	11/24	11-41-220
Total 5922 GANNETT MEDIA CORP:						885.16			
5930 HOLIDAY RESORT MANAGEMENT, PC									
11012024	1	Invoice	APARTMENT RENT	11/01/2024	12/31/2024	1,012.99	0	11/24	65-41-580
Total 5930 HOLIDAY RESORT MANAGEMENT, PC:						1,012.99			
5932 The Data Center, LLC									
67641	1	Invoice	FULL COLOR STATEMENTS & POSTAGE	11/08/2024	11/30/2024	794.23	0	11/24	65-41-144
Total 5932 The Data Center, LLC:						794.23			
5933 HOMETOWN WELLNESS PLLC									
1049	1	Invoice	John Todd Barlow Physical	10/23/2024	11/30/2024	100.00	0	11/24	11-48-272
1050	1	Invoice	ALVEY FISCHER DOT PHYSICAL	10/23/2024	11/30/2024	100.00	0	11/24	82-41-620
Total 5933 HOMETOWN WELLNESS PLLC:						200.00			
5936 UPPER MESA ECONOMIC DEVELOPMENT GROUP									
11012024	1	Invoice	CONSULTING SERVICES	11/01/2024	11/30/2024	1,500.00	0	11/24	11-41-312
Total 5936 UPPER MESA ECONOMIC DEVELOPMENT GROUP:						1,500.00			
5939 PROSPECTION CONSULTING, LLC									
107	1	Invoice	MAXWELL PARK IMPROVEMENT PROJECT	11/01/2024	11/30/2024	4,000.00	0	11/24	11-48-410
Total 5939 PROSPECTION CONSULTING, LLC:						4,000.00			
5945 COURT REFUNDS									
245100143	1	Invoice	BAIL/BOND REFUND CASE # 245100143	10/30/2024	11/30/2024	1,390.00	0	11/24	11-42-552

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
Total 5945 COURT REFUNDS:						1,390.00			
5956 SRT CONSULTING GROUP, LLC									
HILDALE CIT	1	Invoice	OCTOBER 24/7 Support	11/14/2024	11/30/2024	100.00	0	11/24	11-44-811
Total 5956 SRT CONSULTING GROUP, LLC:						100.00			
5960 FLORENCE DIANNE ROUNDY									
1023	1	Invoice	COALITION - PIZZA BOMBS & DRINKS	10/23/2024	11/30/2024	75.18	0	11/24	11-49-410
816	1	Invoice	COALITION - PIZZA BOMBS & DRINKS	10/16/2024	11/30/2024	98.50	0	11/24	11-49-410
Total 5960 FLORENCE DIANNE ROUNDY:						173.68			
5968 D.A.T. MANAGEMENT INC									
438343	1	Invoice	POST-ACCIDENT DRUG TEST - TROY HAMMON	11/05/2024	11/30/2024	87.00	0	11/24	84-41-510
Total 5968 D.A.T. MANAGEMENT INC:						87.00			
5972 EMPLOYEE REIMBURSEMENTS									
110724	1	Invoice	J. MOODY REIMBURSEMENT FOR CDL TEST/LICENSE PERMIT	11/07/2024	11/30/2024	26.00	0	11/24	84-41-210
112524	1	Invoice	TUITION REIMBURSEMENT	11/25/2024	11/30/2024	3,712.50	0	11/24	65-41-330
112524	2	Invoice	TUITION REIMBURSEMENT	11/25/2024	11/30/2024	3,712.50	0	11/24	11-41-330
Total 5972 EMPLOYEE REIMBURSEMENTS:						7,451.00			
5974 NORMAN LEBARON									
11222024	1	Invoice	50% COMPLETION OF WATER PLANT BATHROOM/OFFICE REMODEL	11/22/2024	11/30/2024	16,080.00	0	11/24	81-42-750
Total 5974 NORMAN LEBARON:						16,080.00			
Grand Totals:						342,888.98			

Report GL Period Summary

GL Period	Amount
11/24	362,407.38
13/24	19,518.40-
Grand Totals:	342,888.98

Vendor number hash: 854006
 Vendor number hash - split: 1650697
 Total number of invoices: 185
 Total number of transactions: 367

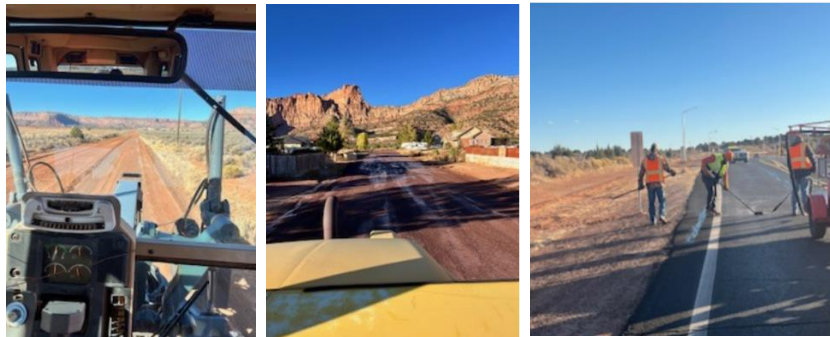
Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Net 15	61,889.06	.00	61,889.06
NET 30	57,809.46	.00	57,809.46
Open Terms	223,190.46	.00	223,190.46
Grand Totals:	342,888.98	.00	342,888.98



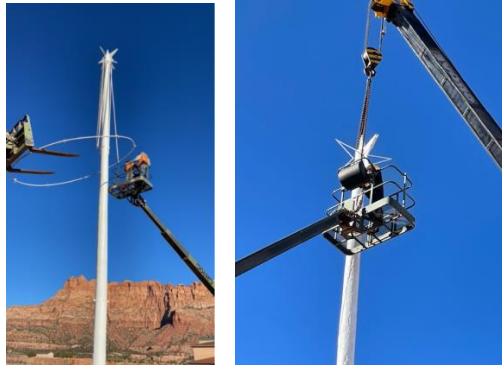
Public Works Report November 2024

CITY & STREETS MAINTENANCE

Cleanup and maintenance: Public works crews applied base on Willow St from Utah Ave to Field Ave, and bladed Uzona Ave. Pot holes were filled on Juniper St from Uzona Ave to Field Ave, Pinion St from Field Ave to Uzona Ave, Hildale St between Academy Ave and University Ave, and Uzona Ave from Maple St to Mulberry St. Crack seal has been added on the south end of Central St (north bound).



New lights were installed on the Hildale Christmas tree (a special thank you Bubs Jessop for donating his man lift).



Roof repairs were done on a leak on the public works building. Base was delivered for concrete (sidewalk) for UEP, 20 yards of base for 225 E Johnson Ave, and 60 yards of base for 340 E Johnson Ave. New flags were added to the town hall flag poles. Town hall and the police department were mowed, edged and leaves were cleaned up.

Screen Plant Operations: Public Works crews replaced 2 engine belts on the crusher shaker.



Sign replacement and addition: Signs were repaired/replaced on the corner of Redwood St and Arizona Ave (both sides), Hammon St and Warren Ave (both sides), and Jessop Ave and Canyon St.



Total man hours spent in November for roads and city maintenance:

Arizona: 124 hours

Utah: 141.5 hours

PARKS AND RECREATION

Heritage Park: A heater was added in the utility room. Lawns were mowed, weed and feed, and grass seed was applied. Weeding, edging and aerating were done. Clean up was done around the park and park building.

Lauritzen Park: Lawns were mowed, weed and feed, and grass seed was applied, and the water fountain was cleaned up. Bushes and trees were trimmed and clean up was done around the parking lot.

EQUIPMENT MAINTENANCE AND REPAIR

Public works crews installed a new steam cleaner at the public works shop and replaced an electrical plug, and water supply hose. The hydraulic line was replaced on the John Deer tractor. A hardline was installed on backhoe equipment #3402. Utilities bucket truck equipment #3921 had the control cable replaced and the speck was adjusted on the bucket, it also had a hydraulic leak that was fixed. Dump truck/snowplow # 3962 had a brake airline replaced and had a front differential installed. Public works truck #2263 was picked up from Newbys where warranty work was done on the transmission. General

services and maintenance was done on utility truck #4463 and police vehicles #1102, and #1126.

LANDFILL

Additional work was done on the compactor with 2 of the tires being completed. The landfill crew is looking into pricing on a 623 scraper.

In November 996 tons of garbage were taken to the landfill.

ADMINISTRATIVE

Public works director attended the WACOG TAC meeting as well as the UDOT trials meeting. A scope was submitted for a HSIP grant to Greenlight Consulting for a traffic control light at Airport Ave and SR 389.

The public works team takes pride in, and appreciates the opportunity, in working to improve the community and looks forward to its continued success.

Public Works Director.



Colorado City Police Department
Hildale City Police Department
Courage-Compassion-Integrity

Robbins A. Radley
Chief Marshal

Police Department Report

November 2024

Patrol: In Colorado City officers took 201 cases and in Hildale City 97 cases. Traffic violations in Colorado City 53 with 38 warnings, and Hildale City had 34 and 29 warnings. Three DUI drivers were taken into custody.

The animal problem calls were 14 for Colorado City and 9 for Hildale City.

Dispatch:

This last month the update began on new dispatch call cards. These cards allow for dispatchers to reference additional information while call taking.

Administration:

The month of November no new actions or programs were started as we enter into the holiday season.

Thank you, *Robbins A. Radley*



Utilities Monthly Report November 2024

Gas Operations:

Natural Gas

Gas staff delivered and hooked up four (4) new propane tanks for customers. Staff installed 162 feet of two (2) inch gas main line on north Oak Street and Arizona Avenue which will serve two (2) new customers. Staff completed a gas leak survey which is a comprehensive inspection of the gas distribution system where technicians analyze sites for symptoms associated with gas leaks. Surveys are conducted annually to ensure that the system comply with guidelines and regulations. Mitch Jessop conducted an annual Emergency Gas Response training with the Hildale City office staff and the Utility team. We received a letter of acceptance for our annual audit from Arizona Pipeline Safety Commission.



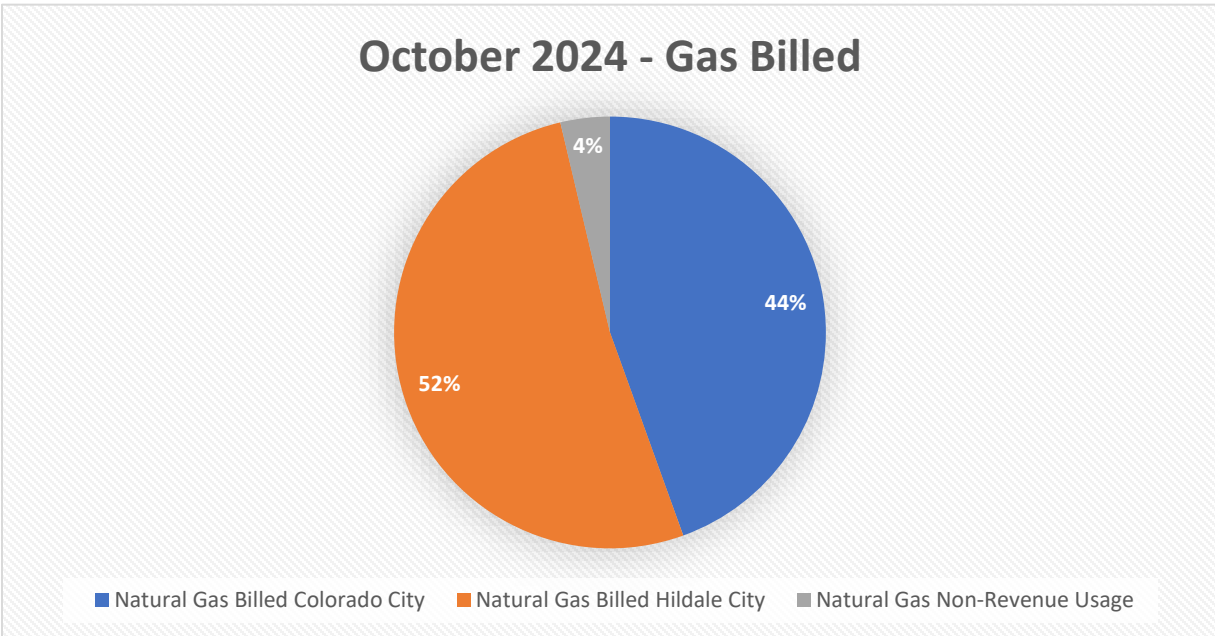
Aerial view of the Hildale Natural Gas Gate Station



Natural Gas billed Colorado City and Hildale City customers for October 2024.

Description	Quantity Billed*	Number of Customers
Natural Gas Purchased	2,001,500	
Natural Gas Billed Colorado City	890,400	185
Natural Gas Billed Hildale City	1,037,100	200
Natural Gas Non-Revenue Usage	74,000	

*Numbers are in Corrected Cubic Feet (100 Corrected Cubic Feet = 1 Therm)



Propane Service

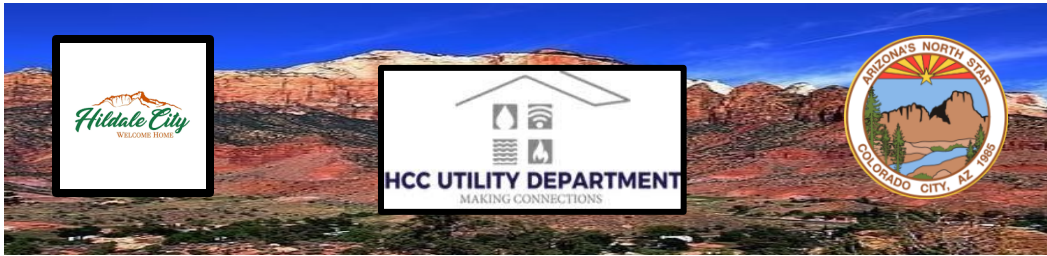
Gas Staff delivered 4,338 gallons of propane to tank customers in October.



Sewer Operations:

The Utility Crew cleaned 1,324 feet of sewer main line this month. Staff attended a Jetting, Nozzle, and Jet Truck Pump Maintenance training in Sandy Utah on October 30th. Staff is preparing for an annual inspection of the wastewater facility. A contract was awarded to Aardvark Underground to construct a building over our Raptor Fine Screen at the Headworks Sewer Treatment Lagoons. This will improve the system by protecting screen and pipes from the elements.





Water Operations:

The Raw Water Line project is over 95% completed and multiple wells on Richard Street have been connected to the new line. Staff winterized the wells. A contract was awarded to A-Team LLC to remodel the bathroom and office at the Water Treatment Plant. The project is in progress. This will improve personal hygiene and the ability to remove contaminated clothing when working at the Water Treatment Plant.





Item 5.

Well 25

The well has been drilled and the casing installed. Energy Services is cleaning the well in preparation for the test pumping.

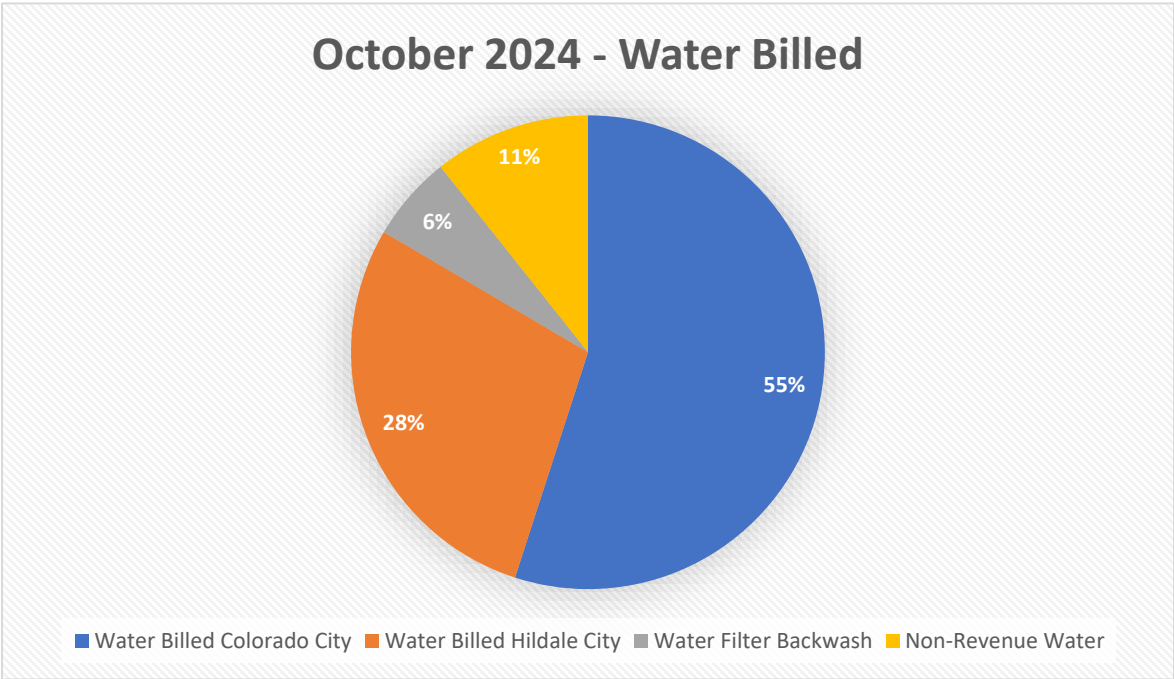




Water billed to Colorado City and Hildale City customers for October 2024.

Description	Quantity Billed*	Number of Customers
Water Produced	38,361,000	
Water Billed Colorado City	21,093,000	809
Water Billed Hildale City	10,928,000	385
Water Filter Backwash	2,240,000	
Non-Revenue Water	4,100,000	

*Numbers are in gallons





Administration:

Work is almost finished on the \$1.4 million Colorado City Mohave County ARPA Grant for Water Improvements. The Raw Water main is installed and is being connected to the system. Well #26 has been completed and is capped until funding is available for the electrical work, pump and motor for the well. The well was test pumped and is estimated to provide between 70 – 90 gallons per minute (gpm) or 100,800 – 129,600 gallons per day. The equivalent of serving about 100 residential houses per day. Well #25, at the Water Treatment Plant site, has been drilled to over 630 feet and the 18” casing installed. The contractor will conduct the Pump Test to see how much water the well can produce, and staff will take the regulatory compliance New Source samples and deliver them to the certified laboratory.

Permitting is still being worked on with our engineer, Arizona Department of Environmental Quality (ADEQ) and Utah Division of Drinking Water (DDW) for the Academy Well and Well #17. Due to a lack of permitting when the original system was installed, the City must provide water blending data to ADEQ and Utah DDW along with receiving the proper permits. In addition, the Water Treatment Plant was not permitted and is now in the process of being permitted through ADEQ and DDW. The permitting work is being done through ADEQ and a Grant from the Technical Assistance program for about \$150,000.00 - \$175,000.00.

Discussions have begun with Centennial Park about the expansion of their Wastewater System and the impact it will have on our current Lift Station and Force Main. The engineering firm has provided a Scope and Fee for the study and staff will reach out to Centennial Park Wastewater to complete the agreement for the combined sewer plan.

WIFA has introduced a new Water Program with a \$2.0 million Grant and up to \$3.0 million Loan. There is a list of projects from the Water Master Plan and from internal reviews which are not Impact Fee eligible to submit for the \$2.0 million grant. The grant does not have a limit for applications/projects and a second application may be submitted.



Under the new Environmental Protection Agency (EPA) revised Lead and Copper Rules, the water system had to conduct and create an inventory of the water service lines to each building we serve. The deadline was October 16, 2024, for sending the results to the EPA. Sunrise was hired, through a contract with DDW, as a grant to our Utility Department of \$100,000.00 to set up the inventory criteria and do the work on most of the reporting. Utility staff completed the field verification of over 85% of the service lines for the required survey. The report was submitted to the EPA, by Utilities, on October 9, 2024. This was the first step in the new EPA rule requirements. The next phase will be determined based on the results of the inventory. It is the agency’s intent to have all lead removed from water systems by 2030. We have received a Grant for Phase II to cover all the work required. The amount of the grant would be at least \$150,000.00.

PFAS Testing is required quarterly by EPA after the initial testing of our wells showed several having PFAS levels above the Maximum Contaminant Levels (MCL).

PFAS treatment funding from the EPA are available for doing pilot cleaning of the wells which tested positive for PFAS this year. We will work with EPA and DDW to implement the treatment. All costs will be covered by an EPA Grant of at least \$1.0 million.

On August 28, 2024, the Utah Drinking Water Board authorized a construction grant of \$237,500.00 and a loan of \$551,000.00 at 1.73% interest for 30 years to Hildale City for the design and construction of a Pressure Booster Station. We received the letter with the requirements and stipulations for receiving the grant and loan. The Booster Station design has been reviewed by the Utah DDW and was approved last week. With the DDW permit issued, we will have the bid documents completed by our engineer and advertise for the construction of the facility. We anticipate the award of the contract would happen no later than December of 2024.

The next steps are for the City to work with a Bonding Attorney to work with the state to receive funds for the Project and provide clear evidence, through mapping



systems and zoning, the water system mains are in existing roads and easements owned/controlled by the city.

The Stage 3 Water Restrictions were lifted November 25, 2024 after the wells were all connected to the new raw water main going to the Water Treatment Plant.

Exhibit No. 1

WORK DESCRIPTION & COST BREAKDOWN

Hildale City Water Department

**RECIPIENT AGREEMENT
FOR ARPA GRANT ASSISTANCE**

PROJECT DESCRIPTION

Hildale City Water Department has requested and been approved for construction funding from the Drinking Water Board. This construction funding is for drinking water system infrastructure improvements including a new booster pump station for Hildale City Water Department. To partially fund this work, the Board authorized construction grant funding of \$278,050 to the City.

SCOPE OF WORK

(Please attach a copy of the scope of work)

Contract #
 SRF Loan # 3S2669
 Amount: \$278,050
 Recipient: Hildale City Water Department
 Tax ID # 86-0266404

AMERICAN RESCUE PLAN ACT of 2021

RECIPIENT AGREEMENT
 FOR ARPA GRANT ASSISTANCE

STATE OF UTAH

Department of Environmental Quality
 Drinking Water Board

This Recipient Agreement (the "Agreement") is entered into by and between the State of Utah, Department of Environmental Quality, Drinking Water Board (hereinafter the "BOARD") and

Hildale City Water Department

an applicant for construction funding under the Drinking Water Board provisions contained in R309-705 of the Utah Administrative Code as authorized by Utah Code Title 73, Chapter 10c, (hereinafter the "RECIPIENT"). Pursuant to the provisions of the Statute, and the powers and functions of the Drinking Water Board, the BOARD hereby finds and determines, based upon the formal application of the RECIPIENT, the evidence provided by the RECIPIENT to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the RECIPIENT, the following, that:

1. The RECIPIENT is a political subdivision of the State of Utah or a Utah Corporation.
2. The BOARD has determined that construction funding is necessary to complete the proposed Project as described hereafter as Exhibit-1.
3. The RECIPIENT has been authorized by the BOARD pursuant to Section R309-705 of the Utah Administrative Code and as authorized by Utah Code Title 73-10c-4 to receive funding for the project.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following Agreement with the RECIPIENT.

GENERAL PROVISIONS

1. The BOARD shall provide the RECIPIENT the amount of \$ 278,050 (FUNDING AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.
2. The RECIPIENT shall complete the Project described in Exhibit-1, Work Description and Cost Breakdown. Work must be completed, and final reimbursement requests submitted by **November 30, 2026** or this Agreement may be canceled by written notice from the BOARD to the RECIPIENT. No work completed after receipt of the notice shall be reimbursable.
3. The RECIPIENT shall notify the BOARD in writing of any proposed modifications to the Project which alters Exhibit-1, Work Description and Cost Breakdown. If such notification is not received, the cost of the proposed modification will be disallowed.
4. The FUNDING AMOUNT shall be deposited with other funds, including other principal forgiveness or loan monies, necessary to complete the Project into a supervised escrow account at the time this Agreement is executed. All disbursements from the escrow account must be reviewed and approved in advance by the RECIPIENT and the BOARD. Any unused funds remaining in the escrow account upon completion of the Project, limited to the FUNDING AMOUNT or a pro-rata share, must be returned to the BOARD.
5. The RECIPIENT shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedures and procurement procedures.
6. The RECIPIENT shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, the BOARD and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this Agreement by the RECIPIENT, or the operations of the Project and the culinary water system for which this Project is a part including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.
7. The RECIPIENT shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, or the Drinking Water Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Utah Code Title 73, Chapter 10c, as amended, the parties hereto mutually agree to perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20___. This Agreement will take effect upon approval as evidenced by the appropriate signatures.

RECIPIENT

Hildale City Water Department
320 E Newell Ave
PO Box 840490
Hildale, UT 84784

By: Donia Jessop
Date: 12-17-2024
Donia Jessop
Mayor

By: Sirrene J. Barlow
Date: 12-17-2024
Sirrene Barlow
Treasurer/Recorder

STATE

APPROVED - DRINKING WATER BOARD

By: _____
Date: _____
Michael J. Grange, P.E.
Assistant Executive Secretary

APPROVED - DIVISION OF FINANCE

By: _____
Date: _____





Hildale City Hildale City Council Public Hearing Mayor Compensation

Wednesday, December 18, 2024 at 6:00 PM
320 East Newel Avenue, Hildale City, Utah 84784

Agenda

Notice is hereby given to the members of the Hildale City Council and the public, that the City Council will hold a public hearing on **Wednesday, December 18, 2024, at 6:00 p.m. (MDT)**, at 320 East Newel Avenue, Hildale City, Utah 84784, to receive public comment concerning possible amendment to Hildale City Code, Sec 31-82 Compensation of Elected and Statutory Officers, concerning adjustment to the City Mayor compensation

Councilmembers may be participating electronically by video or telephone conference. Members of the public may also watch the City of Hildale through the scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/95770171318?pwd=aUVSU0hRSFFHcGQvcUIPT3ZYK0p5UT09>

Meeting ID: 957 7017 1318
Passcode: 993804

Comments during the public comment or public hearing portions of the meeting may be emailed to recorder@hildalecity.com or privately messaged to Hildale City's Facebook page. All comments sent before the meeting may be read during the meeting and messages or emails sent during the meeting may be read at the Mayor's discretion.

**CITY OF HILDALE PROFESSIONAL SERVICES AGREEMENT
FOR SERVICES WITH JONES & DEMILLE ENGINEERING, INC.**

This Agreement is made and entered into this 17 day of December, 2024, by and between the City of Hildale, a municipal corporation, with offices at 320 Newell Ave., Hildale, Utah 84784 (hereinafter called the “CITY”), and Jones & DeMille Engineering, Inc., with offices at 1535 South 100 West, Richfield, Utah 84701 (hereinafter called “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide general engineering services on Hildale City ▪ Maxwell Canyon Public Utility and Access Improvements (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the hourly rate for the PROJECT; and

WHEREAS CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. **ENGAGEMENT OF CONSULTANT.**

- 1.1 CONSULTANT is a professional licensed by the State of Utah and the City of Hildale. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to THE CITY OF HILDALE prior to any work being performed by the subcontractors. CONSULTANT agrees to

produce, at CITY OF HILDALE'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY OF HILDALE. In addition, CONSULTANT may be suspended from participating in future projects with CITY OF HILDALE for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324(a) by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY OF HILDALE as well as attorney fees. For purposes of compliance, CITY OF HILDALE requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- 1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City of Hildale or the operations or procedures of CITY OF HILDALE without the prior written consent of CITY OF HILDALE, or unless under legal obligations through a court order from the state of Utah or federal government
- 1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- 1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.
- 1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY OF HILDALE during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY OF HILDALE, except as modified or waived in this Agreement.
- 1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- 1.9 CITY OF HILDALE acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY OF HILDALE at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform

portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY OF HILDALE.

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY OF HILDALE makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work (**Exhibit A**) which is made a part of this Agreement by this reference. As services are needed, CITY OF HILDALE shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY OF HILDALE with a specific scope of work and cost for the Work Order, which if accepted by the CITY OF HILDALE shall become part of this Agreement binding both parties. CITY OF HILDALE may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in **Exhibit A** or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY OF HILDALE.
- 3.3 CONSULTANT shall perform its services upon notice from CITY OF HILDALE to proceed and in accordance with the schedule approved by CITY OF HILDALE. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT,

the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY OF HILDALE with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.** For the performance of the services and completion of PROJECT set forth herein, CITY OF HILDALE shall pay CONSULTANT as agreed in Exhibit “A” and each Work Order. The aggregate total of all Work Orders shall not exceed five hundred forty thousand dollars (\$540,000).

5. **INVOICING, PAYMENT, NOTICES.**

- 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY OF HILDALE. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment.
- 5.3 A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY OF HILDALE.
- 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY OF HILDALE all money that CITY OF HILDALE may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

- 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. The CITY OF HILDALE shall have the right to review all invoices and receipts of reimbursable expenses kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. The CITY OF HILDALE shall withhold payment for any expenditure not substantiated by CONSULTANT's or subcontractor's books and records.
- 5.6 In the event CITY OF HILDALE has made payment for expenditures that are not allowed, as determined by CITY OF HILDALE'S audit, CONSULTANT shall reimburse CITY OF HILDALE the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- 5.7 CITY OF HILDALE shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- 5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY OF HILDALE.
- 5.9 CITY OF HILDALE may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- 6.6 CITY OF HILDALE may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY OF HILDALE of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- 6.7 CITY OF HILDALE may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

- 6.8 CITY OF HILDALE shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.
7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY OF HILDALE to CONSULTANT, at no cost to CONSULTANT, consist of CITY OF HILDALE staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.
8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY OF HILDALE or its authorized representative.
9. **ACCURACY AND COMPLETENESS.**
- 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- 9.2 The plans will be reviewed by CITY OF HILDALE for conformity with PROJECT objectives and compliance with CITY OF HILDALE Standards.
- 9.3 Reviews by CITY OF HILDALE do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.
10. **INDEPENDENT CONTRACTOR.**
- 10.1 CITY OF HILDALE retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY OF HILDALE. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY OF HILDALE for any purposes related to the performance of this Agreement and is not an employee of CITY OF HILDALE and is not entitled to any benefits from CITY OF HILDALE.
- 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY OF HILDALE.

- 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- 10.5 CONSULTANT acknowledges that CITY OF HILDALE will not withhold any federal, state, or local taxes, including FICA, nor will CITY OF HILDALE provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY OF HILDALE harmless and indemnify CITY OF HILDALE from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY OF HILDALE nor have any contractual relationship with CITY OF HILDALE. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY OF HILDALE by reason of this Agreement. The employees of CITY OF HILDALE shall not be considered employees of CONSULTANT.
- 10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY OF HILDALE'S prior written authorization.

11. **INSURANCE.**

- 11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- 11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY OF HILDALE has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed.
- 11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:

- A. The name and address of the insured.
 - B. CITY OF HILDALE shall be named as a Certificate Holder.
 - C. CITY OF HILDALE shall be named as an additional primary insured on the General Liability Certificate with CITY OF HILDALE listed as non-contributory on the General Liability certificate.
 - D. The location of the operations to which the insurance applies.
 - E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - H. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY OF HILDALE.
 - I. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- 11.4 COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:
- 11.5 Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
- 11.6 CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
- 11.7 In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the

protection of such employees not otherwise protected.

11.8 COMMERCIAL GENERAL LIABILITY INSURANCE: CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.

A. The minimum commercial general liability insurance shall be as follows:

- i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
- ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars (umbrella coverage may be considered).
- iii. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

B. Such policy shall include each of the following coverages:

- i. Comprehensive form.
- ii. Premises - operations.
- iii. Explosion and collapse hazard.
- iv. Underground hazard.
- v. Product/completed operations hazard.
- vi. Contractual insurance.
- vii. Broad form property damage, including completed operations.
- viii. Independent contractors for vicarious liability.
- ix. Personal injury.
- x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY OF HILDALE is provided.

11.8 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.

- B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- C. If Professional Liability coverages are written on a claims-made form:
- i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - iv. A copy of the policy must be submitted to CITY OF HILDALE for review.

11.9 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

Such business automobile insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

12. **INDEMNITY AND LIMITATION.**

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, CITY OF HILDALE) against all damages, liabilities or costs, including reasonable

attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable. The CITY OF HILDALE agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CITY OF HILDALE is legally liable. Neither the CITY OF HILDALE nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

13. **DOCUMENTS.**

13.1 Ownership and Reuse of Documents

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service, and CONSULTANT shall retain an ownership and property interest therein. Reuse of any such documents by CITY OF HILDALE shall be at CITY OF HILDALE's sole risk; and CITY OF HILDALE agrees to indemnify, and hold CONSULTANT harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CITY OF HILDALE or by acting through CITY OF HILDALE.

13.2 Use of Electronic Media

a. Copies of Documents that may be relied upon by CITY OF HILDALE are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY OF HILDALE are only for convenience of CITY OF HILDALE. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, Engineer makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period

will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by CITY OF HILDALE.

14. **RECORDS.**

- 14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- 14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- 14.3 Invoices and receipts of reimbursable expenses shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY OF HILDALE.

15. **TERMINATION.**

- 15.1 CITY OF HILDALE and/or CONSULTANT, may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to other party.
- 15.2 In the event of such termination, CITY OF HILDALE shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- 15.3 CONSULTANT shall deliver to CITY OF HILDALE copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY OF HILDALE any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

- 17.1 CONSULTANT agrees to advise CITY OF HILDALE of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- 17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY OF HILDALE ordinance or State law.

18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

<p>CITY: City of Hildale 320 East Newel Avenue P.O. Box 840490 Hildale, Utah 84784</p> <p>Attention: Donia Jessop</p>	<p>CONSULTANT: Jones & DeMille Engineering, Inc. 1535 South 100 West Richfield, Utah 84701</p> <p>Attention: Riley Vane riley.v@jonesanddemille.com</p>
---	---

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.**
Dispute Resolution
a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“disputes”) to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right

to request mediation within 20 days after the claiming party has-provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

22. **MODIFICATION OF AGREEMENT.** CITY OF HILDALE specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY OF HILDALE in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY OF HILDALE. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY OF HILDALE and CONSULTANT and

supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

- 27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 28. **CONSTRUCTION.** N/A
- 29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY OF HILDALE and CONSULTANT effective from the day and year first written above.

CITY: CITY OF HILDALE

CONSULTANT: JONES & DEMILLE ENGINEERING, INC.

Donia Jessop, Mayor

Brian Barton, CEO

Approved as to form:
Hildale City Attorney

Sirrene Barlow, City Recorder

By: _____

Exhibit A



Jones & DeMille Engineering

www.jonesanddemille.com | 800.748.5275

December 16, 2024

Hildale City
Attn: Lawrence Barlow, Economic Development Director
320 East Newel Avenue
Hildale, Utah 84784

Email: lawrenceb@hildalecity.com
Phone: (435) 874-2323

RE: Maxwell Canyon Public Utility and Access Improvements

Lawrence,

We appreciate the opportunity to provide a proposal for the above-referenced project. It is our understanding that Hildale (the City) intends to proceed with the design and construction of the Maxwell Canyon utilities and access project. The City was awarded \$3,079,000 from the Community Impact Board (CIB) on October 3, 2024 for the utilities extension up through Maxwell Canyon to the Maxwell Park. Also included is the access crossing of Maxwell Creek near the park and embankment improvements necessary for the health and safety of the City drinking water source.

Jones & DeMille Engineering (JDE) has the necessary resources and expertise to accomplish this undertaking. Based on these findings, we suggest the following scope of work:

SCOPE OF WORK

Pre-construction Engineering and Design Total \$250,000 – Lump Sum

- 1. CIB Fund Administration and Project Management Services
a. Prepare documentation and billing for reimbursement requests.
b. Track overall project budget and progress.
c. Regular reports to City and representative.
2. Survey Services
a. Occupancy Survey
i. Research (county record information) deed, record-of-survey, subdivisions, etc. for approximate parcel and rights-of-way boundaries.
ii. Locate evidence lines of occupation, and any monumentation found during the survey.
iii. Show record deed lines.

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 107/109
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

- iv. Show relationship between record deed lines and occupation lines. Suggest ALTA or boundary survey
 - v. Identify critical encumbrances from title search, if provided by Client.
 - b. Supplemental Topographic Survey
 - i. This is considered as-needed and supplemental to the survey performed under the planning contract JDE project 2404-0111
 - ii. Set project benchmark as elevation control through construction.
 - c. Easements
 - i. *Preparation of legal descriptions for easements or proposed rights-of-way is excluded from this scope of work. It is assumed that the utilities will be placed immediately adjacent to or under the existing public access roads and additional easements/rights-of-way are not required.*
- 3. Environmental Services
 - a. Preparation of a Plan of Development (POD) and management plan as required by BLM
- 4. Structural Engineering Services
 - a. Prepare structural engineering design, including structural calculations, for a cast-in-place, multi-cell box culvert with accompanying wing walls and headwalls.
 - b. Prepare structural drawings for the box culvert including structural sections, reinforcing details, and associated structural details.
- 5. Site Civil Engineering and Design Services
 - a. Concept Site Plan (30% Design)
 - i. Perform site visit and observation prior to concept design services. No more than 1 site visit is included.
 - ii. Meet with Client to develop concept site plan and establish Project Design Criteria (PDC).
 - iii. Submit 811 request for utility block maps and coordinate with local utility providers. Review and analyze existing conditions and survey.
 - iv. Coordinate and meet with additional entities that will influence design, as directed by Client.
 - 1. Washington County School District (irrigation line)
 - 2. Garkane Power (relocate power poles)
 - 3. Bureau of Land Management
 - v. Conceptual design and draft concept site plan.
 - 1. Align dry, water and wastewater utilities in Canyon St. Set wastewater main grades and manhole depths.
 - 2. Align the culvert crossing and preliminary grading of Maxwell Creek crossing. Set maximum culvert height and hydraulic parameters.
 - vi. Meet with Client and Authority Having Jurisdiction (AHJ) to review concept plan and receive comments (via formal submittal or otherwise) prior to preliminary engineering services.
 - b. Preliminary Engineering and Design (60% Design)
 - i. Update concept design with Client and AHJ comments. Identify typical site details, per AHJ. Preliminary design and grading of crossing and utilities.



1. Update utility design according to calculations.
 2. Update culvert design, dimensions, and span according to calculations.
 3. Update bank armoring according to water modeling and sizing calculations.
 - ii. Prepare preliminary plan set (including updated site, demolition, utilities, and drainage and grading plans.)
 - iii. Prepare preliminary summary of quantities.
 - c. Final Engineering and Design (Construction Drawings)
 - i. Update and finalize preliminary design and grading of roads, parking lots, concrete surfaces, building elevations, and utilities. Design non-typical site details.
 - ii. Final site design and grading
 - iii. Prepare single stage erosion control design and Best Management Practice (BMP) plan.
 - iv. Prepare final summary of quantities. Prepare Class 1 (final) Engineer's Opinion of Probable Cost (OPC)
 - v. Prepare final plan set (including all preliminary plan set sheets, details, and plans and profiles.)
 - vi. Prepare project specifications in book format for project manual.
6. Stormwater Engineering and Drainage Design Services
- a. Identify AHJ stormwater requirements and site hazards. Identify downstream discharge points and calculate existing watershed hydrology.
 - b. Calculate developed hydrology and model watershed hydraulics. Size pre-cast culvert. Size bank armoring and model culvert crossing. Optimal cost/benefit option of culvert vs low water crossing will be calculated for the selected design event.
 - c. Prepare drainage report.
7. Water and Wastewater Engineering and Design Services
- a. Calculate existing system capacities and proposed impact.
 - b. Build and calibrate model(s).
 - c. Prepare water and wastewater report.
8. Contractor Procurement Services
- a. Contract Documents
 - i. Prepare bidding and construction contract documents.
 - b. Advertising
 - i. Post bid, respond to questions, direct the pre-bid meeting, issue addenda, bid opening and assist with contract awarding.

Construction Engineering and Administration

\$290,000 - Lump Sum

1. Quality Assurance Services
 - a. Provide qualified on-site resident project representative as directed by City during construction and testing periods. Representation includes time for travel, office work, and field observations and documentation. Up to a 30-week construction period is included.
 - b. Construction kick-off meeting with the City, engineer, construction project manager, resident project representative, contractor, utility owners, and other impacted parties.



- c. Prepare observation notes and log progress of construction on ProCore (cloud-based construction management program).
 - d. Prepare reports and hold weekly construction meetings with contractor, owner, and funding agency throughout period of construction, as directed by the City. Review partial payment requests.
 - e. Project Closeout
 - i. Prepare final project closeout reports for regulatory agencies.
 - ii. Issue punch list, substantial completion and final completion documents.
 - iii. Final walk-through with owner, contractor, etc. personnel.
 - iv. Final Contract Record Drawings (CRDs) preparation.
2. Construction Staking Services
- a. One stake will be set at the roadway centerline, and an additional stake will be set at an offset to the roadway centerline.
 - b. Set cut/fill stakes of sewer manholes for both phases.
3. Materials Testing Services
- a. *Materials testing will be assigned to the contractor. No additional material testing is included in the scope of work.*

Assumptions and Limitations:

-
- 1. Design criteria will be based on AHJ standards, as provided by Client. If criteria is not provided, improvements will be designed according to the Utah chapter of the American Public Works Association (APWA) standards and specifications.
 - 2. Client will provide the following data prior to the stage indicated:
 - a. Title search of the subject parcel (complete with easements and encumbrances) – prior to survey services.
 - b. Geotechnical investigation and soils report – prior to concept site design.
 - 3. Environmental Assumptions and Limitations:
 - a. Environmental services not explicitly stated above are excluded from the scope of work but may be contracted separately as needed. Such services include but are not limited to:
 - i. Preparation of documents for compliance with the National Environmental Policy Act (NEPA)
 - ii. Preparation of an aquatic resources delineation
 - iii. Permitting with the U.S. Army Corps of Engineers under the Clean Water Act for impacts to jurisdictional waters
 - iv. Biological surveys
 - v. Consultation with U.S. Fish and Wildlife Service in compliance with the Endangered Species Act
 - vi. Cultural or paleontological evaluations
 - vii. Permitting with Utah Division of Oil, Gas and Mining for material acquisition
 - viii. Stream alteration permitting with the Utah Division of Water Rights



- 4. Survey Assumptions and Limitations:
 - a. It is assumed all survey items listed above will be completed at one time. Any additional items requested will be charged per JDE hourly rates and subject to additional charges. No meetings are included in the scope of survey services.
 - b. JDE will not be responsible for any project-related permits, training or certification.
 - c. This estimate does not include addressing any boundary discrepancies discovered during the course of the survey, including, but not limited to, meetings, additional parcel descriptions, exhibits, easements and right-of-way preparation.
 - d. Subsurface utility mapping is limited to levels C and D as described:
 - Level A – Physical Locating: potholing and vacuum excavation of underground lines.
 - Level B – Virtual Locating: data collection via ground penetrating radar or similar of underground lines.
 - Level C – Surface Locating: survey of visible surface utilities, interpolate underground lines.
 - Level D – Mapping Records: contact utilities named on 811 services and request block maps for underground lines.
 - e. It is the Client’s responsibility to provide a title search of parcels being surveyed, to coordinate blue stakes or utility markings, and to coordinate site and building access.
 - f. This project may require the use of subconsultants.
 - g. This proposal does not include any construction staking, **however, JDE is capable and interested in contracting construction staking services.**
- 5. Structural Engineering Assumptions and Limitations:
 - a. Multi-cell box culvert will serve as a vehicular and pedestrian bridge for the park. Design will be per the current AASHTO LRFD design code.
- 6. Civil Engineering Assumptions and Limitations:
 - a. No iterations to site utilities and crossing layout are anticipated. Additional iterations can be completed using JDE standard hourly rates.
 - b. Engineering services not explicitly stated above are excluded from the scope of work but may be contracted separately as needed.
 - c. Engineer’s OPC prepared according to International ACE suggested methodology.
 - d. Obtaining approval letters and intents of service from utilities will be the Client’s responsibility.

SCHEDULE

JDE will work to complete the above scope of work in a reasonable, timely manner according to the project and funding needs. An earnest effort will be made to complete the services within the owner’s time constraints.

FEES

The foregoing scope of work for design services can be completed as itemized below.

Pre-construction Engineering and Design	Lump Sum	\$250,000
Construction Engineering and Administration	Lump Sum	\$290,000
	Lump Sum Total	\$540,000



Progress payments will be invoiced monthly throughout the project. Any adjustments to the scope of work can be completed for a negotiated lump sum fee or according to JDE's standard hourly rates. JDE reserves the right to adjust billing rates based on market conditions. This fee proposal shall remain valid for 30 (thirty) days from the proposal's issuance date. If contract is not signed within said term, fees may be subject to review.

CLOSURE

We appreciate and look forward to the opportunity to work on this important project. Our team has the proven capabilities to complete this work in a timely and efficient manner. We look forward to helping you shape the quality of life of those you serve. Please review this proposal and let us know if there are any questions or concerns.

Sincerely,

JONES & DeMILLE ENGINEERING, INC.



Riley Vane, PE
Project Manager



**CITY OF HILDALE PROFESSIONAL SERVICES
FIRST AMENDMENT TO AGREEMENT
FOR SERVICES WITH CAMPBELL ARCHITECTURE, LLC, a subsidiary of
JONES & DEMILLE ENGINEERING, INC.**

This is a First Amendment to the original Agreement dated July 2, 22024, between the City of Hildale, a municipal corporation, with offices at 320 Newell Ave., Hildale, Utah 84784 (hereinafter called the “CITY”), Campbell Architecture, LLC, a subsidiary of Jones & DeMille Engineering, Inc., with offices at 1535 South 100 West, Richfield, Utah 84701 (hereinafter called “ARCHITECT”).

WITNESSETH THAT:

The following portions of the Agreement between the CITY and the ARCHITECT for the *Hildale City ▪ Maxwell Park Renovation and Improvements (2404-011)* project are amended to increase the scope of the project to include engineering work associated with the project.

1. Scope of Work. The additional scope of work will include:

Assist client with CIB Application including:

- Application Preparation and Coordination
- Exhibits
- SHPO Environmental Letter
- Cost estimates
- DEQ Coordination
- Coordinate with City Staff
- Attend Joint Utilities Meeting
- Attend City Council Meeting
- Board Member Coordination
- Funding Meetings
- Attend CIB Board Meeting for application presentation

2. Compensation.

Lump sum fee of \$20,000 (*twenty thousand dollars and no cents*). Lump sum progress payments may be invoiced monthly by percentage of completion throughout the project:

Original agreement (lump sum)	\$100,000
1st amendment (lump sum)	<u>\$ 20,000</u>
AMENDED TOTAL	\$120,000

3. Hold Harmless: Architect’s commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Town later elects to reduce design professional’s scope of services, Town hereby agrees to release, hold harmless, defend and indemnify Architect from any and

all claims, damages, losses or costs associated with or arising out of such reduction in services.

- 4. Period of Service: The compensation amount stipulated is conditioned on a period of service not exceeding one (1) month. If such period of service is extended, the compensation amount for Architect's services shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement, effective as of October 31, 2024.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY OF HILDALE and ARCHITECT effective from the day and year first written above.

CITY: CITY OF HILDALE

ARCHITECT: CAMPBELL ARCHITECTURE, LLC

Donia Jessop; Mayor

Kendrick Thomas

Kendrick Thomas, Director

:

Approved as to form:
Hildale City Attorney

Sirrene Barlow, City Recorder

By: _____



TRUCK BED ESTIMATE

PURCHASER'S NAME / TITLE HILDALE CITY					PHONE NUMBER 208-623-6409		DATE December 2, 2024	
ADDRESS			CITY		STATE		STOCK NUMBER	
YEAR 2025		MAKE CM	MODEL TMX	MODEL TYPE 7X8.6-42 56CA		VIN		
NEW <input checked="" type="checkbox"/>	USED <input type="checkbox"/>	E.I.N.	EMAIL			SALESMAN LANE		
DEALER INSTALLED ITEMS			TRADE-IN		PURCHASE PRICE		\$11,375	
ITEM	QTY	PRICE	MAKE	DEALER INSTALLED ITEMS				
Camera	0	\$ -	YEAR	DEALER SELLING PRICE				
Underbody Steel	0	\$ -	MODEL	\$0.00				
Crossbody Box	0	\$ -	COLOR	PRICE LESS INSTALL REBATE \$0.00				
Gooseneck Ball	0	\$ -	MILEAGE					
Topbody Box	0	\$ -	BODY					
	0	\$ -	VIN #	LABOR				
		\$ -	TRADE VALUE					
		\$ -	TRADE VALUE					
TOTAL \$ -			TRADE PAYOFF					
LABOR			NAME					
BASE INSTALL			ADDRESS		SUBTOTAL \$ -			
BACK UP CAMERA REINSTALL			CITY		IF BALANCE OWED EXCEEDS THIS AMOUNT, BUYER AGREES TO PAY EXCESS <input checked="" type="checkbox"/>			
BACK UP SENSOR REINSTALL			STATE					
REPLACE CAPLESS FILLER NEC \$ -			ZIP		UTAH SALES TAX (UNLESS EXEMPT) EXEMPT			
DEF FILL RELOCATION			TITLE #		TOTAL \$0.00			
EXTRA ACC \$ -			PAY OFF		DEPOSIT \$0.00			
TOTAL			PAY OFF		BALANCE DUE ON DELIVERY \$11,375.00			
Purchaser agrees to pay all future repairs on this used vehicle <input checked="" type="checkbox"/>								
Deposit is non-refundable (See paragraph 10 for conditions) All trucks sold "AS IS" unless otherwise indicated by dealer. <input checked="" type="checkbox"/>								
DELIVERY NOTIFICATION: Five working days will be allowed by the dealer, once the purchaser has been notified that the vehicle is ready for delivery and acceptance. Delivery and acceptance by the purchaser, after this grace period, will result in a reasonable interest expense of \$28.00 per day which is the responsibility of the purchaser.								
Purchaser agrees that this Agreement includes all of the terms and conditions on both the face and reverse side hereof, that this Agreement cancels and supersedes any prior Agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the Agreement relating to the subject matter covered hereby and that THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY SELLER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Agreement acknowledges that he has read its terms and conditions and has received a true copy of this Agreement.								
NO VERBAL ORDERS - THIS IS COMPLETE AGREEMENT					NOT VALID UNLESS ACCEPTED BY MANAGEMENT			
Purchaser Signature _____			Date _____		Dealer or His Authorized Representative _____			

Young Truck & Trailer Center
2900 HWY 89 Logan, UT, 84321

**CITY OF HILDALE PROFESSIONAL SERVICES AGREEMENT
FOR SERVICES WITH JONES & DEMILLE ENGINEERING, INC.**

This Agreement is made and entered into this 11th day of December, 2024, by and between the City of Hildale, a municipal corporation, with offices at 320 Newell Ave., Hildale, Utah 84784 (hereinafter called the “CITY”), and Jones & DeMille Engineering, Inc., with offices at 1535 South 100 West, Richfield, Utah 84701 (hereinafter called “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide general engineering services on Hildale ■ Innovation Center Fire Suppression Line Extension Construction Management (2412-024) (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the hourly rate for the PROJECT; and

WHEREAS CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. **ENGAGEMENT OF CONSULTANT.**

- 1.1 CONSULTANT is a professional licensed by the State of Utah and the City of Hildale. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to THE CITY OF HILDALE prior to any work being performed by the subcontractors. CONSULTANT agrees to

produce, at CITY OF HILDALE'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY OF HILDALE. In addition, CONSULTANT may be suspended from participating in future projects with CITY OF HILDALE for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324(a) by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY OF HILDALE as well as attorney fees. For purposes of compliance, CITY OF HILDALE requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- 1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City of Hildale or the operations or procedures of CITY OF HILDALE without the prior written consent of CITY OF HILDALE, or unless under legal obligations through a court order from the state of Utah or federal government
- 1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- 1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.
- 1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY OF HILDALE during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY OF HILDALE, except as modified or waived in this Agreement.
- 1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- 1.9 CITY OF HILDALE acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY OF HILDALE at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform

portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY OF HILDALE.

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY OF HILDALE makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work (**Exhibit A**) which is made a part of this Agreement by this reference. As services are needed, CITY OF HILDALE shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY OF HILDALE with a specific scope of work and cost for the Work Order, which if accepted by the CITY OF HILDALE shall become part of this Agreement binding both parties. CITY OF HILDALE may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in **Exhibit A** or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY OF HILDALE.
- 3.3 CONSULTANT shall perform its services upon notice from CITY OF HILDALE to proceed and in accordance with the schedule approved by CITY OF HILDALE. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT,

the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY OF HILDALE with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.** For the performance of the services and completion of PROJECT set forth herein, CITY OF HILDALE shall pay CONSULTANT as agreed in Exhibit "A" and each Work Order. The aggregate total of all Work Orders shall not exceed twenty eight thousand, five hundred, and no cents, \$28,500.00.
5. **INVOICING, PAYMENT, NOTICES.**
 - 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
 - 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY OF HILDALE. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
 - 5.3 A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY OF HILDALE.
 - 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY OF HILDALE all money that CITY OF HILDALE may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

- 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. The CITY OF HILDALE shall have the right to review all invoices and receipts of reimbursable expenses kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. The CITY OF HILDALE shall withhold payment for any expenditure not substantiated by CONSULTANT's or subcontractor's books and records.
- 5.6 In the event CITY OF HILDALE has made payment for expenditures that are not allowed, as determined by CITY OF HILDALE'S audit, CONSULTANT shall reimburse CITY OF HILDALE the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- 5.7 CITY OF HILDALE shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- 5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY OF HILDALE.
- 5.9 CITY OF HILDALE may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- 6.6 CITY OF HILDALE may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY OF HILDALE of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- 6.7 CITY OF HILDALE may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

- 6.8 CITY OF HILDALE shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.
7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY OF HILDALE to CONSULTANT, at no cost to CONSULTANT, consist of CITY OF HILDALE staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.
8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY OF HILDALE or its authorized representative.
9. **ACCURACY AND COMPLETENESS.**
- 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- 9.2 The plans will be reviewed by CITY OF HILDALE for conformity with PROJECT objectives and compliance with CITY OF HILDALE Standards.
- 9.3 Reviews by CITY OF HILDALE do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.
10. **INDEPENDENT CONTRACTOR.**
- 10.1 CITY OF HILDALE retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY OF HILDALE. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY OF HILDALE for any purposes related to the performance of this Agreement and is not an employee of CITY OF HILDALE and is not entitled to any benefits from CITY OF HILDALE.
- 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY OF HILDALE.

- 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- 10.5 CONSULTANT acknowledges that CITY OF HILDALE will not withhold any federal, state, or local taxes, including FICA, nor will CITY OF HILDALE provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY OF HILDALE harmless and indemnify CITY OF HILDALE from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY OF HILDALE nor have any contractual relationship with CITY OF HILDALE. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY OF HILDALE by reason of this Agreement. The employees of CITY OF HILDALE shall not be considered employees of CONSULTANT.
- 10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY OF HILDALE'S prior written authorization.

11. **INSURANCE.**

- 11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- 11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY OF HILDALE has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed.
- 11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:

- A. The name and address of the insured.
 - B. CITY OF HILDALE shall be named as a Certificate Holder.
 - C. CITY OF HILDALE shall be named as an additional primary insured on the General Liability Certificate with CITY OF HILDALE listed as non-contributory on the General Liability certificate.
 - D. The location of the operations to which the insurance applies.
 - E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - H. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY OF HILDALE.
 - I. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- 11.4 COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:
- 11.5 Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
- 11.6 CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
- 11.7 In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the

protection of such employees not otherwise protected.

11.8 COMMERCIAL GENERAL LIABILITY INSURANCE: CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.

A. The minimum commercial general liability insurance shall be as follows:

- i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
- ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars (umbrella coverage may be considered).
- iii. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

B. Such policy shall include each of the following coverages:

- i. Comprehensive form.
- ii. Premises - operations.
- iii. Explosion and collapse hazard.
- iv. Underground hazard.
- v. Product/completed operations hazard.
- vi. Contractual insurance.
- vii. Broad form property damage, including completed operations.
- viii. Independent contractors for vicarious liability.
- ix. Personal injury.
- x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY OF HILDALE is provided.

11.8 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.

- B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- C. If Professional Liability coverages are written on a claims-made form:
- i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - iv. A copy of the policy must be submitted to CITY OF HILDALE for review.

11.9 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

Such business automobile insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

12. INDEMNITY AND LIMITATION.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, CITY OF HILDALE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable. The CITY OF HILDALE agrees, to the fullest extent permitted by law, to indemnify and hold

harmless the Consultant, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CITY OF HILDALE is legally liable. Neither the CITY OF HILDALE nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

13. **DOCUMENTS.**

13.1 Ownership and Reuse of Documents

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service, and CONSULTANT shall retain an ownership and property interest therein. Reuse of any such documents by CITY OF HILDALE shall be at CITY OF HILDALE's sole risk; and CITY OF HILDALE agrees to indemnify, and hold CONSULTANT harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CITY OF HILDALE or by acting through CITY OF HILDALE.

13.2 Use of Electronic Media

a. Copies of Documents that may be relied upon by CITY OF HILDALE are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY OF HILDALE are only for convenience of CITY OF HILDALE. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, Engineer makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by CITY OF HILDALE.

14. **RECORDS.**

- 14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- 14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- 14.3 Invoices and receipts of reimbursable expenses shall , at all times, be available for at least three (3) years after final payment for reasonable examination by CITY OF HILDALE.

15. **TERMINATION.**

- 15.1 CITY OF HILDALE and/or CONSULTANT, may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to other party. .
- 15.2 In the event of such termination, CITY OF HILDALE shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- 15.3 CONSULTANT shall deliver to CITY OF HILDALE copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY OF HILDALE any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

- 17.1 CONSULTANT agrees to advise CITY OF HILDALE of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- 17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY OF HILDALE ordinance or State law.

18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent

breaches by the other party hereto, its successors or permitted assigns.

- 19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

<p>CITY: City of Hildale 320 East Newel Avenue P.O. Box 840490 Hildale, Utah 84784</p> <p>Attention: Eric Duthie</p>	<p>CONSULTANT: Jones & DeMille Engineering, Inc. 1535 South 100 West Richfield, Utah 84701</p> <p>Attention: Riley Vane riley.v@jonesanddemille.com</p>
---	--

- 20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

- 21. **LEGAL FEES.**

- Dispute Resolution

- a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“disputes”) to mediation.

- b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party’s position with reference to the resolution of the dispute.

- c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.
- d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.
22. **MODIFICATION OF AGREEMENT.** CITY OF HILDALE specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY OF HILDALE in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY OF HILDALE. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY OF HILDALE and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such

a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- 28. **CONSTRUCTION.** N/A
- 29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY OF HILDALE and CONSULTANT effective from the day and year first written above.

CITY: CITY OF HILDALE

CONSULTANT: JONES & DEMILLE ENGINEERING, INC.

Donia Jessop, Mayor

Kendrick Thomas

Kendrick Thomas, Director

Approved as to form:
Hildale City Attorney

Athena Cawley, City Recorder

By: _____

Exhibit A



**Jones & DeMille
Engineering**

www.jonesanddemille.com | 800.748.5275

December 6, 2024

Hildale and Colorado City Utilities
Attn: Jerry Postema, Utilities Director
320 East Newel Avenue
Hildale, Utah 84784
PO Box 840490

Email: jerry@hildalecity.com
Phone: (435) 874-1160

RE: Hildale Innovation Center Fire Suppression Line Extension Construction Management

Jerry:

We appreciate the opportunity to provide a proposal for the above-referenced project. It is our understanding that the City intends to construct a previously permitted waterline for the purpose of fire suppression of the new Hildale Economic Advancement and Innovation Center building. This project consists of approximately 2,500-ft of watermain extension, valving, fittings, hydrants and services. We understand that this project entails contractor procurement, and limited construction management. Estimated construction costs are approximately \$200,000 but may increase depending on surfacing.

Jones & DeMille Engineering (JDE) has the necessary resources and expertise to accomplish this undertaking. Based on these findings, we suggest the following scope of work:

SCOPE OF WORK

Engineering and Design Services

- 1. Supplemental Design
 - i. Provide engineering design and details as needed to supplement city provided and DDW approved construction drawings.

Construction Administration Services

- 1. Contractor Procurement
 - a. Contract Documents
 - i. Prepare technical specifications.
 - ii. Prepare bidding and construction contract documents.
 - b. Advertising

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 107/109
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

- i. Post bid, respond to questions, direct the pre-bid meeting, issue addenda, bid opening and assist with contract awarding.
2. Limited Quality Assurance Services
Provide qualified on-site ~~resident project~~ engineering representative as directed by City during construction and testing periods. Representation includes time for travel, office work, and field observations and documentation. Up to a 8-week construction period is included, with an average of ~~14~~ 5 hours per week.
 - a. Construction kick-off meeting with the City, engineer, construction project manager, resident project representative, contractor, utility owners, and other impacted parties.
 - ~~b. Prepare observation notes and log progress of construction on ProCore (cloud based construction management program).~~
 - ~~c. Prepare reports and hold weekly construction meetings with contractor, owner, and funding agency throughout period of construction, as directed by the City. Review partial payment requests.~~
 - d. Project Closeout
 - i. Prepare final project closeout reports for regulatory agencies.
 - ii. Issue punch list, substantial completion and final completion documents.
 - iii. Final walk-through with owner, contractor, etc. personnel.
 - iv. Final Contract Record Drawings (CRDs) preparation.

Construction Staking Services

1. Not included in this scope of work. Staking will be the responsibility of the awarded contractor.

Materials Testing Services

1. Not included in this scope of work. Quality assurance testing will be the responsibility of the awarded contractor.

Assumptions and Limitations:

1. No known requirements have been omitted from the scope of work, that would preclude construction document approval. However, additional and previously unknown documents, reports, plan sheets, exhibits or submittals may be required prior to issuing permits for construction. Documents not described within the scope of work or otherwise limited, are thus excluded from the scope and fees described, but may be negotiated at an hourly rate or lump sum. JDE is not responsible for any delays caused by currently unknown AHJ requirements.
2. Client will provide the following data prior to the stage indicated:
 - a. Stamped and approved plans and technical specifications, if provided by design engineer.
 - b. DDW permitting notification.
3. Environmental Assumptions and Limitations
 - a. Environmental services not explicitly stated above are excluded from the scope of work but may be contracted separately as needed.
4. Survey Assumptions and Limitations
 - a. Survey services not explicitly stated above are excluded from the scope of work but may be contracted separately as needed.
5. Civil Engineering Assumptions and Limitations



- a. Design and engineering services beyond construction services are excluded from the scope of work but may be contracted separately as needed.
- 6. Additional services not included in the scope of work:
 - a. Daily construction observation
 - b. Construction staking
 - c. Materials testing
 - d. Environmental surveys
 - e. Stormwater Pollution Prevention Plan (SWPPP) preparation and maintenance
 - f. Notices of Intent (NOI), Change (NOC), and Termination (NOT) will be filed by the Client or Contractor

SCHEDULE

JDE will work to complete the above scope of work in a reasonable, timely manner according to the project and funding needs. An earnest effort will be made to complete the services within owner’s time constraints.

FEES

The foregoing scope of work for design services can be completed as itemized below.

Engineering and Design Services	Hourly	\$10,000
<u>Construction Administration Services</u>	<u>Lump Sum</u>	<u>\$18,500</u>
TOTAL		\$28,500

Progress payments will be invoiced monthly throughout the project. Any adjustments to the scope of work can be completed for a negotiated lump sum fee or according to JDE’s standard hourly rates. JDE reserves the right to adjust billing rates based on market conditions. This fee proposal shall remain valid for 30 (thirty) days from the proposal’s issuance date. If contract is not signed within said term, fees may be subject for review.

CLOSURE

We appreciate and look forward to the opportunity to work on this important project. Our team has the proven capabilities to complete this work in a timely and efficient manner. We look forward to helping you shape the quality of life of those you serve. Please review this proposal and let us know if there are any questions or concerns.

Sincerely,

JONES & DeMILLE ENGINEERING, INC.

Riley Vane, PE
Project Manager



DECEMBER

2024

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5 Utility Advisory Board Meeting	6 Annual Tree Lighting	7
8	9	10	11	12	13	14
15	16	17	18 Hildale City Council Meeting	19	20	21
22	23	24 Office Closed Christmas Eve	25 Office Closed Christmas Day Christmas Dinner Holm Heritage 11-2	26	27	28
29	30	31				